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The Solicitors' Journal.

LONDON, JANUARY 16, 1869.

LAST MONDAY, the first day of Hilary Term, motions were made in the Court of Common Pleas in no less than eleven election petitions, viz., in the petitions for Beverley, Kingston-upon-Hull, Hereford, Wigan, Preston, Southampton, Bridgewater, Coventry, Penryn, Oldham, and Bodmin. In all these cases, except the Bodmin and Kingston-upon-Hull petitions, the application was that all proceedings should be set aside on the ground that in each case two members had been petitioned against and only £1,000 had been deposited or secured by the several petitioners. In the petition for Bodmin the ground of the application was that the petitioners themselves and other persons had executed the recognizances to secure the payment of the £1,000. In the petition for Kingston-upon-Hull both these objections existed.

The Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125), requires, by clause 4 of section 6, that, on the presentation of a petition, security shall be given by the petitioners for the payment of all costs, charges, &c. Clause 5 of the same section fixes the amount of the security at £1,000, to be "given either by recognizance to be entered into by any number of sureties not exceeding four, or by a deposit of money, or partly in one way and partly in the other. Section 22 provides that two or more candidates may be made respondents to the same petition, "but for all the purposes of this Act such petition shall be deemed to be a separate petition against each respondent." The questions, therefore, are, first, whether these words require the deposit of or security for £1,000 for each respondent when there are two; and, secondly, whether a petitioner who is as such liable to all costs, &c., can become surety for himself within the meaning of section 6.

In the Southampton case it was also argued, besides the question of amount of security, that the petition was not presented in time. Section 6 requires that the petition shall be presented within twenty-one days of the return, and section 49 that Sunday shall be excluded in reckoning time for the purposes of the Act. The petition was presented within twenty-one days, excluding three Sundays; and the contention was that the 49th section only excluded Sunday when it fell on the first or last day.

This last point was the only one decided by the Court on Monday. They held that the Sundays were properly excluded, and that the petition was, therefore, in time. On the other points rules nisi were granted.

On Tuesday and Wednesday rules nisi were also granted in the Boston and Cambridge borough petitions respectively on the ground that security for only £1,000 was given, although two members were petitioned against. On Tuesday an application was made in the Westminster petition to obtain an amendment of the petition on the ground that it made wide and sweeping charges of bribery and corruption, but did not give any particulars of such charges. The Court held that the proper course was to obtain an order for particulars at chambers, and that a petition need not allege in detail the facts relied on to establish the charges that it contains; they declined to interfere with Mr. Justice Willes' "three-day orders."

THE MEETING OF RITUALIST CLERGY on Tuesday last received from the committee which had previously been appointed to consider the effect of the Mackonochie judgment much valuable, but at the same time, speaking from a legal point of view, much inaccurate information. We pointed out last week some of the erroneous inferences which have been drawn from the recent important decision, and we regret to find that the learned report drawn up by the clerical leaders of the Ritualist party contains an endorsement of many of them. It is, we must repeat, a mistake to suppose that the Judicial Committee have done more than pronounce to be illegal, 1st, the lighted candles at the communion service, and 2ndly, the practice of kneeling during the prayer of consecration. Indeed, the more closely the language of the judgment is examined, the more difficult does it become to extract from it any general principle. Upon the question of lights their Lordships really enunciate no new principle of law at all. They simply follow the decision in *Westerton v. Liddell*, in limiting the "ornament" rubric of the prayer-book to articles prescribed by the first prayer-book of Edward VI., or, if not prescribed, subsidiary to or consistent with the services of the church. Upon the question of kneeling they place a construction, which, whether right or wrong, is at all events intelligible, upon the rubric which precedes the prayer of consecration. All the consequences, therefore, which are alleged to flow from the decision are in fact hypothetical; and, as far as it is concerned, it is just as lawful as ever it was to preach in a black gown, to say a prayer before the sermon, to sing a hymn after the Nicene creed, to consecrate the elements at the north end of the table, or, to take an instance of a different character, to neglect the use of the "eucharistic vestments." Whether the clergy of the evangelical school could sustain all their present practices is indeed doubtful, but at present we merely wish to point out that nothing in the recent decision has rendered them one whit more illegal, if illegal at all, than they were before. There is in Lord Cairns' judgment, we say it with respect, a singular dexterity in avoiding the statement of a definite opinion upon matters not absolutely *sub judice* in the cause; and we believe that if either of the two great parties in the Church should attempt to rely upon the expressions used in any future prosecutions, they will each of them find that very little assistance can be obtained from them. *Martin v. Mackonochie* is, of course, in one sense, a "leading case," for it proclaims in unambiguous terms the illegality of two ecclesiastical usages. But, in another sense, its importance has been much exaggerated. Very little light can be obtained from it upon collateral subjects, and we doubt much if it will be often cited authoritatively in the ecclesiastical causes which, rumour says, are soon to be commenced. There is only one really important "extra-judicial" dictum in it, we mean that which affixes a meaning on the rubric *following* the consecration prayer. The words "all meekly kneeling," the Court have stated, refer to priest and people alike. But this point is not likely to be very valuable in a legal point of view, as the almost universal practice among the clergy already is to kneel when receiving the communion themselves. At all events, there seems no prospect at present of a prosecution of a minister who conceives it his duty to receive the elements in a standing posture.

There has been a good deal said of the supposed division of the Court in the recent case. But the letter of the Archbishop of York in Thursday's *Times* implies that their Lordships were unanimous. We should have presumed this to have been so, even without Dr. Thomson's authority, for of late years it has been the custom of the Judicial Committee to state openly the circumstance of any of their number dissenting from the judgment of the majority. In this instance there was no such statement made, and from that fact lawyers would naturally conclude that the Court had been unanimous.

TWO SOLICITORS have lately addressed the *Times* on the subject of "Chancery delays," making serious complaints of the length of time which they are in certain specified cases obliged to wait for appointments before the chief clerks. It may very well be, and probably is, the case that at this busy time of year all the chief clerks may have their hands so full that no opposed matter can be brought on under some weeks' delay, but if this were not the case it would necessarily follow that at other times they, or some of them, would be reduced to a state of enforced idleness, and we doubt whether the country would readily consent to pay an extra staff merely to prevent delays which, arising from pressure of business in the busy periods, are readily made up in the times of comparative slackness. That there is no permanent arrears is conclusively shown by the state of the cause lists.

Of course, if the chief clerk system is to be maintained (a controversy which we do not propose to re-open at present), there ought to be enough of them to keep down all arrears, but it would be no more rational to appoint others because a delay of this kind is occasionally, or even frequently, to be expected, than to appoint a third examiner of the court because, though the two gentlemen at present holding that office can in the course of the year practically get through the work, it is sometimes impossible to obtain an appointment for a day less than five or six weeks off.

ON MONDAY Vice-Chancellor James took his seat as successor to Sir G. M. Giffard in the court formerly presided over by the present Lord Chancellor; and it has been settled that the new Vice-Chancellor will be succeeded in the Chancery Court of the County Palatine by Mr. Wickens. The excellence of both appointments is admitted on all sides.

MR. HENRY MATTHEWS, Q.C., AT DUNGARVAN.

At the late general election the representation of Dungarvan was contested by Mr. Serjeant Barry and Mr. Henry Matthews, Q.C., one an eminent member of the Irish bar, the other of the English. Serjeant Barry stood as a Liberal, and a supporter of Mr. Gladstone; Mr. Matthews represented the policy of independent opposition to all Governments except so far as they should do justice to Ireland, the "policy founded by George Henry Moore, followed by their late member J. F. Maguire, and perfected by Frederick Lucas."

With the political opinions of the two candidates, or their comparative fitness to represent Dungarvan, we do not concern ourselves. Nor do we care to inquire how far either candidate or his supporters descended to pry into the private life or vilify the private character of his opponent. Such offences against good taste and good manners are, unfortunately, not so uncommon at elections as to call for any special comment. But one of the candidates at Dungarvan has been charged, openly, frequently, and circumstantially, with an offence of a very different kind, one which is not only grave, but, as far as we know, new. Mr. Matthews has been accused of endeavouring to secure his own election by stirring up popular animosity against Serjeant Barry on account of his conduct as Crown prosecutor in a case in which popular sympathy was with the accused,—the case of the Fenian conspirators.

We are writing to lawyers, and to them it is unnecessary to say much as to the gravity of such a charge. The value of an advocate depends upon his fidelity to his client. The fidelity of advocates depends in the long run upon the absence of temptation to sacrifice their clients to personal fear or favour. In this country, therefore, the line of demarcation between the advocate and the man has always been observed; and it is well understood that if any one defends a cause as advocate, no sympathy with it must be imputed to him as a man. This is a rule which we are bound to maintain against anyone who ventures to transgress it. But if the offender be himself

a barrister, the offence is inexcusable. We have hitherto abstained from saying anything about the Dungarvan proceedings, for we hoped that the notice which has already been taken of them by the press would have led to such an explanation from Mr. Matthews as to relieve us from the necessity of saying a word. But Mr. Matthews has remained silent, and the subject is of far too great importance to be allowed to pass.

We know nothing of the case except from the public newspapers, and Mr. Matthews may have some contradiction or explanation to offer with respect to what he is reported to have said. In the meantime the facts, so far as they have come before the public, appear to be as follows:—Mr. Matthews in the course of his canvass delivered many speeches, to three of which we wish to call attention.

On the 10th September he delivered a speech in which, according to the *Cork Daily Herald*, after mentioning something said by the Rev. Dr. Hally about handcuffs, he went on to say:—

"I give you joy—your member, Serjeant Barry, will, if you differ from him, prosecute you, and give you a noose, but Dr. Hally, if you escape that, has in reserve a pair of handcuffs for you (laughter and cheers)."

On the 20th September he delivered a speech, which contained, according to the same paper, the following passage:—

"The speeches made by him (Serjeant Barry) and the O'Donoghue compel me, however, now to enter upon a topic which I had purposely avoided. You all know to what topic I allude, I mean the part taken by Serjeant Barry as prosecutor of the Fenians. Now I blame no man—I do not blame Serjeant Barry—for the discharge of any professional duty. I deem so highly of that noble profession to which I belong, that I believe a man can carry its robes spotless through any case, and that a conscientious man can appear for the Crown, aye, as a Fenian prosecutor, without saying or doing anything which would rebound to his discredit. Therefore, he is not entitled to take credit to himself for having refused to prosecute the *Irishman* and *Weekly News* without any personal discredit to himself. But what I do feel does account for the feeling that has been manifested in Dungarvan, aye, and throughout Ireland, against Serjeant Barry is this, that in the discharge of his duty as counsel for the Crown he thought fit to challenge Catholic jurors when they were called to try serious issues between the Crown and the Fenians. (Hear, hear.) Catholic jurors—respectable in station, trustworthy in their lives—were bid to stand aside as unworthy to try those issues. (Hear, hear, and cheers.) I say—and I think that is a matter which may be justly laid against Mr. Barry as a matter of reproach (hear, hear).—I say further, that the language which he is said to have used on one memorable occasion does account for the feeling that has been shown against him. Now, Mr. Barry has said that his words were misreported: I should be very sorry to use the misreported words of any man against him. I will quote his words from the speech of Mr. Isaac Butt. (The speaker then read the words of Serjeant Barry as already published.) Now that is strong and terrible language—language which those degraded women who are paid to disturb this meeting would shrink from using. (Hear, hear.) The excuse put forward by Serjeant Barry is this. He says,—I was instructed to that effect. Well, I admit that an advocate was bound by his instructions—I admit he must act upon his instructions—but the duty of an advocate is not to act on every suggestion contained in his speech [? brief]. He is bound to be a minister of justice, taking care that nothing falls from his lips that cannot be made good and true afterwards in evidence. (Hear, hear, and applause.) Well, of these statements that Serjeant Barry tells us he was instructed to make, not one was proved in evidence. (Applause.) No attempt was made to prove them. They are now admitted to have been untrue, and to have been slanderous against O'Leary and the other unfortunate men. (Hear, hear.) I say, then, he was unfortunate in his instructions, and that the defence offered for him by the O'Donoghue, namely, that he had not the faintest notion that these instructions were not true,—I say that defence is a very just subject of complaint against him—that Serjeant Barry had not the slightest no-

tion that it was not true that the Fenians contemplated the massacre of the priests, and every one above the lower classes. It was this, because he believed these instructions, that I believe the hearts of Irishmen have revolted against him."

On the 8th November he spoke again, and the following passage occurs in the report:—

"Do not suppose that I delude myself. A few months ago I was a stranger amongst you. I hope that I am now well known to many of you, and that you entertain those kindly feelings, which I can assure you are on my part mutual (cheers). But I am well aware that it is because I am the opponent of Serjeant Barry, that throughout the length and breadth of the land I meet with those cheers of welcome (applause). It was said by the friends of Mr. Barry that he had been calumniated, slandered, maligned, and what not (a voice: Not by you). Not by me, friend, as you say—he has not. But I will no longer keep silence on that topic (great uproar and cheers). I know that it is because I give Dungarvan an opportunity of rejecting Mr. Barry that I am welcome amongst you (cries of Down with Barry). In those troubled times that have lately come over unhappy Ireland, there have been men who have come into collision with the law. They have been visited with a punishment which is certainly severe (loud cheers), and I am not the man to say it was not just (hear, hear), but I will say this, that every true hearted Irishman felt of those men, that if they had sinned against the law, at least they had deserved well of their country (loud and prolonged cheers). Every man felt that those unhappy victims did feel for their country's wrongs, and were willing if necessary to give up their liberty and their lives for her cause (immense commotion). So every true-hearted Irishman, though he condemns their sin against the law, cannot forget the accomplished mind of Luby, the eloquent pen of O'Leary, and the gentle, the child-like, the poetic soul of Kichham (loud cheers). If Serjeant Barry had only represented the cold terms of the law, if he had contented himself with simply doing his duty as Crown prosecutor, I think that, though not recommending him, we would not have condemned him (hear, hear). But he did not content himself with that. He spoke of those unhappy men—he alone among Irishmen—in language that was unjust and ungenerous—that was untrue—that was cruel (groans for Serjeant Barry). He had renewed his old excuse for his conduct that he had received his instructions and should act up to them (Bah). Well, that is a professional excuse, but it is not an excuse for the minds and hearts of true Irishmen who forget the sin against the law for the love that those unhappy men bore to their down-trodden country (great cheering). There are countries in Europe where upon high mountains the snow collects in masses, and when you pass over the mountain tops you are bid by the guide to tread softly and speak no word, lest perchance the avalanche should come down and overwhelm you as you walk. Well, these few words of Mr. Barry, muttered in a police court in Dublin, have brought down on him the avalanche of Irish indignation (hear, hear). Groans and hisses greeted him for these slanders on his countrymen. They were heard from Dungarvan to Dublin, and from Kerry to Meath. They have gone over the great Atlantic, and from the other side there have come back voices all joining in the cry of indignation and resentment that I have heard from your lips to-day. (Great commotion and loud cries of "Down with the moral assassin," mingled with cheering, groaning, and yelling.)"

Mr. Matthews' meaning in the passages we have quoted is clothed in the rhetorical garb appropriate to election speeches, but it is, nevertheless, sufficiently clear. He draws a contrast between himself and Serjeant Barry; on the one hand, commending himself because he is the opponent of Serjeant Barry, and because his sympathies are in harmony with those of his hearers; and on the other hand, declaring that Serjeant Barry is abhorred, and ought to be abhorred, by all Irishmen, not because he prosecuted the Fenian leaders, but for two things which he did in the course of those prosecutions—first, challenging certain jurors; and secondly, making certain statements as to the objects of the Fenian conspiracy.

So far as Mr. Matthews speaks of himself alone we

have nothing to say. We do not doubt that he was perfectly sincere in expressing his warm sympathy with the condemned Fenians, and his conviction that, though they sinned against the law, they deserved well of their country. Nor do we doubt that he is prepared to express his views upon these subjects in the House of Commons as clearly as he did in Dungarvan. We are not concerned with what he said of himself, but with what he said of Serjeant Barry; and we shall take the charges which he made in their order.

First, then, Serjeant Barry is held up to popular reprobation for challenging Catholic jurors. Whether he did so or not we do not know. Mr. Matthews says he did. Serjeant Barry appears from the papers to have denied it. But whichever be right as to the fact, the challenge of jurors is just one of those delicate matters in which it is of peculiar importance that counsel should exercise their discretion firmly and without bias, and in which the temptation to do otherwise is very strong. It is therefore a matter in which the fear of consequences ought to be most studiously excluded.

The second charge against Serjeant Barry is that in opening the case for the Crown against the first Fenian prisoners before a police magistrate, he stated that the Fenian conspirators contemplated a general massacre of the wealthier classes. Mr. Matthews admits that Serjeant Barry was instructed to this effect, and that he had no reason to doubt the truth of his instructions except their inherent improbability. It was "because he believed these instructions that the hearts of Irishmen have revolted against him."

Now, in order that this charge may be fairly estimated, it is right that we should see what Serjeant Barry really did say. We have not met with the speech of Mr. Butt from which Mr. Matthews quoted, so that we cannot be sure that we give the very same version of the words which Mr. Matthews gave. But in a recent work, "Modern Ireland," by "An Ulsterman," we find the words of Serjeant Barry given as follows, and we have no reason to doubt their accuracy:—

"The design, as manifested in their writings, public and private, as will be proved in evidence on the trial, the design took the form, not as on former occasions of a somewhat similar nature, not of a mere revolutionary theory, not some theoretical scheme of regeneration by substituting one government for another, but it partook of the character of socialism in its most pernicious and most wicked phase. The lower classes were taught to believe that they might expect a re-distribution of the property, real and personal, of the country. They were taught to believe that the law by which any man possessed more property than another was unjust and wicked, and the plan of operation, as found to have been suggested, is horrible to conceive. The operations of this revolution, as it is called, were to be commenced by an indiscriminate massacre—by the assassination of all those above the lower classes, including the Roman Catholic clergy" (here the two chief prisoners looked at each other and smiled), "against whom their animosity appears from their writings to be principally directed by reason of the opposition which these clergymen thought it right to give the projects in question to the utmost of their power."

It is right further to note that the second of the three speeches of Mr. Matthews, from which we have quoted, was delivered on the evening of the 20th September. On the 17th September Serjeant Barry appears to have delivered a speech at Dungarvan, reported in the *Cork Daily Herald* of the morning of the 19th, in which he dealt with the charge in question, for the charge seems not to have been a new one. In that speech Serjeant Barry is reported to have said that the statement complained of was made by him upon instructions received from the Attorney-General. "It was a statement made according to the information laid before him by the authorities, and which instructions he laid before me, I acting as counsel."

So far as to Mr. Matthews' attack. But a word must be said as to its bearing upon the election. If Mr. Matthews spoke accurately in the passage we have already

quoted, he himself thought it was likely to decide the fate of the election. "It is because I give Dungarvan an opportunity of rejecting Mr. Barry that I am welcome amongst you;" and "these few words of Mr. Barry, muttered in a police court in Dublin, have brought down on him the avalanche of Irish indignation."

As we have said, Mr Matthews may have an explanation to offer which will meet the strong *prima facie* case against him. The case certainly calls for an answer. If he has not, it is for the Bar to say what they think of one barrister at a contested election attacking another for discharging an unpopular duty. Should the matter be allowed to pass by in silence it will place one thing at least beyond doubt, that the tone of the bar is not what it once was.

THE REPORT OF THE MARRIAGE LAW COMMISSION.

No. II.

The Commissioners lay down five principles upon which they think a sound marriage law ought to be founded. The first, which no one will gainsay, is that it should "embrace a maximum of simplicity and a maximum of certainty." Every woman should be able to understand it by study, and "all persons, if honestly intending to marry, should be able to place their contract, by adoption of the ordinary means, beyond all doubt." The second principle is that every reasonable and proper facility should be given for celebrating marriage. The third is that "it is the duty of the State to discourage and place obstacles in the way of sudden and clandestine marriages." The fourth is that the State should be absolutely impartial and indifferent, as between the members of different religious denominations; and should found its legislation, as to marriage, upon the necessity and duty of regulating its civil conditions and effects. The fifth and last principle enunciated is that the State should associate its legislation with the religious habits and sentiments of the people, and obtain, as far as possible, the religious sanction for the marriage contract. These principles are then applied in a series of recommendations, which the Commissioners are of opinion should be embodied in any future Act of Parliament upon the subject of marriage. Before proceeding, however, to discuss these recommendations, it is advisable to remark that the Commissioners appear to have dealt too gently with the law of England, which they have made the basis of the scheme introduced in their recommendations. As to the capacity of persons to contract marriage they recommend only two alterations in the existing laws, which would be quite sufficient to produce uniformity: one "that the legal validity and effect of a sentence of dissolution of marriage, pronounced in a *bonâ fide* suit by a Court having proper jurisdiction over the parties and the cause, ought to be the same throughout the United Kingdom;" the other "that the resort of persons domiciled and ordinarily resident in one part to the courts of another part of the United Kingdom for the sake of a greater facility of divorce ought to be prevented by proper limitations upon the jurisdiction of the courts." The former recommendation is eminently desirable, although of course it is dissented from by the two Roman Catholic Commissioners, who believe in the indissolubility of the marriage tie. The latter would be merely applying to the dissolution of marriages the principle applied to the contracting them by 19 & 20 Vict. c. 96. The Commissioners do not recommend any alteration in the prohibited degrees of relationship, and do not, therefore, propose to legalize marriage with a deceased wife's sister.

When, however, they inquire into the method of contracting marriage between competent parties, and the conditions precedent to the contract, the recommendations of the Commissioners, if adopted, involve very considerable alterations in the laws of the three kingdoms. In the first place, then, while proceeding upon the theory

now universally adopted that the interchange of matrimonial consent is the essence of the contract of marriage, the Commissioners "recommend that the interchange or declaration of matrimonial consent necessary to constitute a legal marriage should for the future take place, in all parts of the United Kingdom, in the presence of a duly authorised official celebrant or witness." This is no innovation as regards England or Ireland, but in Scotland it would have the effect of abolishing all irregular marriages.* It would not have been surprising had the Commissioners recommended the adoption of the French system, which requires, as the only necessary condition to marriage, a civil contract entered into before a civil officer, and leaves the parties at liberty to superadd a religious ceremony if they think fit; the marriage being complete on the performance of the civil ceremony. The Commissioners took evidence on this system, and elicited from the Minister of Justice in Paris the following arguments in its favour:—that as marriage is the foundation of all civil society "the civil consequences thereof, which ought to be the same to all the citizens of a state, without any distinctions, arise from formalities imposed by the civil law, and the functionaries of the state can alone proceed to administer the act and prove afterwards that it is regular." The Dean of Chichester, Dr. Hook, also expressed himself in favour of the adoption of such a system. But the Commissioners reject it as opposed to the habits and feelings of the great majority of the people of Great Britain and Ireland of all religious persuasions, "and as inconsistent with the principle" (to which they attach great value) "of strengthening and consecrating the civil tie, as far as possible, by the sanctions of religion." Both these reasons are really of little weight. As to the first, Englishmen have been "educated" into looking at marriage in its true light, as a civil contract, by the working of Lord John Russell's Act; nor would there be any greater revulsion of feeling caused upon a marriage by entering into a civil contract before an official than there is in executing the marriage settlement before the family solicitor. As to the second reason, the civil tie is strengthened by the sanctions of religion more generally in France than in England, for whereas the report finds that one-twelfth of the marriages in England are contracted in the registrar's office without any religious ceremony at all, the French Minister of Justice, in answer to a question, says that, although it is impossible to ascertain exactly the number of cases in which the civil ceremony is followed by a religious one, "it may safely be affirmed that it is almost always so followed—public opinion viewing with disfavour those who in such circumstances emancipate themselves from the duty imposed by their religion." The Commissioners, however, recommend that the official celebrant or witness should be either an *authorized* civil officer—i.e., a registrar,—or an *authorized* minister of religion; they would not permit *all* ministers of religion to solemnize marriage, but only registered and certified ministers who are "in the active exercise of official duties in their several churches and denominations, and occupy positions which make them amenable to public responsibility, and to the censure and discipline of their own religious communities," or other ministers specially deputed by them. The parties intending to marry will then choose between a purely religious and a purely civil ceremony; either will be equally efficacious, but the presence of the registrar at a religious ceremony will not be required, as it now is, where the marriage is by registrar's certificate. The only tenable objection to this system seems to be that which is embodied in the suggestion appended to the report by Dr. Travers Twiss, to the effect the person who grants the certificate ought, in all cases, to be distinct from the person who solemnizes the marriage, otherwise dangerous results may arise from too great privacy. The presence and attestation of two witnesses

* *Vide supra*, p. 183.

is to be required as before, and then comes the first radical change proposed by the Commissioners, which is, that it should be legal to contract a marriage at any time or in any place provided the proper official celebrant and two other witnesses are present.

Then the Commissioners prescribe certain "requirements preliminary to marriage," but they are of opinion that "no marriage, otherwise lawful, which has been actually solemnized in the presence of an authorized minister of religion or civil officer, should be annulled or declared void on the ground that any of such requirements have not been duly observed." The requirements in question are, in fact, to be treated as directory, and not as essential, and the Commissioners consider it sufficient to rely for their observance upon the sense of duty of the authorised civil officers and ministers of religion, and upon the penalties imposed for wilful breach or neglect. The requirements recommended are in principle those now necessary, but the Commissioners propose one apparently startling alteration—the practical abolition of bans, which will, if their system be adopted, become quite unnecessary, although not illegal. If the parties wish to have the bans published they can, but if they choose they can dispense with them, for the *modus operandi* in all cases will be to procure a certificate from the minister of religion or civil officer before whom the marriage is to be contracted. These certificates will supersede common licences, the power of granting which, now vested in certain persons, will cease. These certificates will be, in fact, licences to marry. A certificate, however, is only to be obtainable after giving certain notices and making certain declarations. The notice required must be given to the minister or officer applied to for the certificate. If the party applied to personally knows the applicant, and if both the parties to the intended marriage are of the same religious persuasion, a residence of fifteen days will warrant the grant of the certificate. Otherwise the term is fixed at twenty-one days. Of course a power of granting a special certificate—*i.e.*, without the usual term of residence being required—must be reserved for the "proper authority." The declarations required to be made are left to the discretion of the minister or officer receiving a notice, but the following particulars, or any of them, can be required—*i.e.*, if either party is a widow or widower, when the former husband or wife died: whether either party is in any and what way related to the other, or any former husband or wife of the other: when the residence of the applicant in the district began, and if within six months his or her usual place of residence: if either party is a minor the address of the parent or guardian: if both parties do not give notice to the same minister or officer, to whom and at what place the notice of the other party is given. These declarations, when made, are to be corroborated by two credible persons, or one justice of the peace or minister of religion, and are to be additional to any information now by law required.

The line taken by the Commissioners with regard to the publication of bans demands a few words of explanation. A committee was appointed by Convocation in 1866, to consider the subject of marriage by bans. The Archdeacon of Gloucester, the chairman of that committee, was examined (p. 164) before the Commission. Among other things he deposed that bans do not prevent clandestine, deceitful, or incestuous marriages; that parties wishing to contract a marriage of one of those descriptions resort to populous towns, where they are not known, and if any questions are put decline to answer them. He suggested certain alterations in the law, which have been adopted by the Commissioners in rendering compulsory the declarations previously alluded to, when asked for. The objections alleged to bans are two, first, that they do not answer the purpose for which they are intended, in other words, that they do not prevent clandestine, deceitful, or incestuous marriages; the other, that they are an impediment to marriage in

many cases among the lower orders, on account of the publicity which they entail—in other words, that they promote concubinage. The system of notices recommended by the Commissioners is not open to either of these objections, and at the same time, by the notice-book being always open to inspection, those parents or guardians who apprehend clandestine marriages by their children or wards, will always be able to ascertain by search whether there are any grounds for such apprehensions. Before, however, the system recommended could become law, extensive alterations in details would be necessary, which space does not permit of our discussing at present. While approving, therefore, of the tenor of the new system proposed, we must not be understood as committed to its details.

RECENT DECISIONS.

EQUITY.

"DIE BY HIS OWN HANDS."

White v. British Empire Mutual Assurance Company,
V.C.M., 17 W. R. 26.

This case is so nearly like *Borrodaile v. Hunter*, 5 Man. & Gr. 639, as perhaps to require no notice; but as *Borrodaile v. Hunter* was decided many years ago, and that not unanimously, it may be worth while to notice the present decision, which agrees with the view of the majority of the judges in *Borrodaile v. Hunter*, added to which it is satisfactory to find a court of law and a court of equity agreed upon any point.

The words in the clause of avoidance "die by his own hands, or by the hands of justice, or by duelling," were substantially the same in either case, and a verdict amounting to temporary insanity was also recorded in either case. The Vice-Chancellor, as well as the majority of the judges in the earlier case, decided that the words "die by his own hands" included all acts of voluntary self-destruction, and were by no means limited to self-murder. The two reasons of Tindal, C.J., for differing with the majority of his learned brethren are noticeable, the one being that the words of the grantors of the policy ought to be taken most strongly against themselves, and most favourably for the other party (Shep. Touchst. 87); so that if the expression be allowed to be ambiguous, the insured party or his estate should gain by it, and not the insurers; the other being that the word "die" being the verb governing the three causes of avoidance, two of which, death by the hands of justice and duelling, involved the commission of a felony, the third cause must be taken to be *ejusdem generis*, and therefore felonious—*i.e.*, self-murder, not simply self-destruction. We have, therefore, an interpretation of these words, which are found in so many policies, by a court of equity as well as a court of law. *Clift v. Swabe*, 3 C. B. 427, which was referred to in argument, is perhaps hardly in point. The word in that case was "suicide," which was held to include all cases of voluntary self-destruction. There, too, the judges were not unanimous, Pollock, C.J., and Wightman, J., being in the minority. Suicide at the present day, in common parlance, and indeed in law also, upon the authority of this case, means simply self-destruction, not necessarily felonious. Blackstone, however (4 Com. 189), calls it the act of a *felo de se*, and treats it as always used in a criminal sense, while Dr. Johnson defines it as self-murder. The word itself has a barbarous Latin origin, of which no particular meaning can be safely predicated.

With reference to the ordinary exception of policies from avoidance to the extent of any charge created on the policy in favour of other persons, we observe that the company, who were mortgagees of the policy as well as grantors of it, were held to be "other persons" within the exception. The policy was thus established to the extent of the charge on it, which was thereby satisfied, in exoneration of the property in mort-

gage, as a collateral security for which the policy had been deposited with the company.

SOLICITOR'S DUTY OF KEEPING ACCOUNTS.

Re Lee, L.J., 17 W. R. 108.

A solicitor stands in this respect upon a very different footing from an ordinary agent. It is the duty of the latter to keep regular accounts and preserve the vouchers, at the peril of being disallowed every claim which he cannot possibly substantiate. If he does not do this, it amounts to a fraud in equity. But a solicitor, though it is very reprehensible of him not to keep accounts, will not be treated in the same way as an ordinary agent or receiver, if he has not done so. Considering how complicated is the relationship between solicitor and client, extending over so many years, as it often does, it would be strange indeed if the solicitor did not meet with more consideration in the eye of the Court than an ordinary agent under such circumstances. Irregularity in keeping accounts as a solicitor, Lord Eldon said, in *White v. Lady Lincoln*, 8 Ves. 363, "is not a ground for saying that he shall make no demand. It will press him with more difficulty in making the demand, but if finally he can make it out by documents and proofs which the Court can receive, he must be paid." The Lords Justices took the same view of the rule in equity in deciding the present case, namely, that the omission to keep accounts was not a ground for depriving the solicitor of his proper taxed costs for the business done. In *White v. Lady Lincoln*, it is true, Lord Eldon refused to allow a charge for business done by a solicitor, who had kept no regular accounts. But it is to be observed that this solicitor had acted as auditor, steward, and agent also, had kept no regular accounts in any of those capacities, and had kept no vouchers except those in his own favour; and was therefore treated as a general agent, bound in duty to keep regular accounts. But in the present case the business done by special arrangement had been paid for separately, and was distinguishable from the general business, in respect of which no formal account, item by item, could be rendered. From a comparison of the present case with *White v. Lady Lincoln*, it would seem that if a solicitor acts as an agent out of his professional sphere, like any other agent he must keep formal accounts at his peril; but in charging for ordinary professional business it is enough if, in the absence of formal entries in his books, he can make out that the business has been actually done, by such secondary evidence as the Court can receive, and he will not be permitted to lose his costs altogether, merely because he has failed to keep his books with mercantile regularity.

COMMON LAW.

SHIP AND SHIPPING—TRANSFER OF SHIP—BILL OF LADING "FREIGHT FREE."

The Mercantile and Exchange Bank v. Gladstone, Ex., 17 W. R. 11.

The master of a vessel is the general agent of the owner to make all usual contracts for the care and management of the vessel. It has even been held that when goods shipped on board a chartered vessel by an owner ignorant of the existence of the charter-party are damaged by bad stowage, the owner can sue the shipowner for compensation, although the master was, in fact, the charterer's agent, on the ground that the master is presumed to be the shipowner's agent, and that the shipowner must be considered to hold him out as such unless he informs people that the master is acting as the agent of some one else (*Sandeman v. Scurr*, 15 W. R. 277). A shipowner is therefore bound by all contracts properly entered into by the master on account of the ship.

In *The Mercantile, &c., Bank v. Gladstone*, shipowners sold a ship to the plaintiffs, in January, 1866. The ship sailed from Calcutta to England in April, and in May the plaintiffs were registered as owners. The master in

March, in the usual course of business, signed in Calcutta, bills of lading for some of the cargo shipped by the defendants for the shipowner, "freight for the said goods free on owner's account." The master had no notice of the sale of the vessel. The bills of lading were sent to the defendants' agents in England. The shipowner stopped payment and the defendants stopped the goods *in transitu*. The plaintiffs then claimed payment from the defendants on account of freight for the carriage of the goods in their ship. The plaintiffs argued that the authority of the master to sign bills of lading free of freight was unusual, and that although the plaintiffs might be bound by the acts of the master in the ordinary course they were not bound by acts done under a special authority. Kelly, C.B., and Martin, B., decided that "the master retained all authorities conferred upon him by the original owners, and that anything done by him in pursuance of such authority binds the plaintiffs."

Bramwell, B., puts the decision on another ground, viz., "that the purchasers cannot recognise the master's act in taking the goods for carriage, and repudiate the terms of his contract." This latter *ratio decidendi* does not go nearly so far as the former. According to Kelly, C.B., and Martin, B., all contracts made by a master under an authority from the selling shipowner bind the purchaser, no matter how unusual such authority may be. This is a very wide proposition, and clearly not necessary to the decision which can be supported on the ground taken by Bramwell, B., or on the ground that the authority to sign bills of lading free of freight was not unusual in that trade, as appears in the special case. It is difficult to see how the purchasers can be held liable for contracts which they have not authorised either in fact or by holding out an agent as instructed so to contract. The vendor might be liable on a contract made by his authority, although after a sale of the ship, even if the purchasers were not liable; and these contracts would not, therefore, necessarily be invalid, as Kelly, C.B. seems to think. When next the point comes before a court of law this case will probably be cited, and possibly some explanation may be given of the meaning of the judgment of Kelly, C.B., which may narrow its apparent scope.

IMPLIED REVIVAL OF WILL BY CODICIL.

In the Goods of Steele, In the Goods of May, In the Goods of Wilson, Prob., 17 W. R. 15.

This case contains a very complete examination of the authorities and principles which relate to the implied revival of revoked wills by the mere execution of a codicil to the revoked will without any express terms in the codicil showing an intention to revive the will.

Before the Wills Act (1 Vict. c. 26) the principle on this subject was that all codicils to wills were held to revive the wills to which they were respectively codicils if such wills had been previously revoked. The rule of law thus established arose from the principle that a codicil is a part of a will, and a codicil to a will in existence always acted as a republication of that will. It was held, therefore, if the will had been revoked, the making of the codicil revived it, although there was no express mention in the codicil of any such intention. The Wills Act provides, by section 22, that "no will . . . which shall be in any manner revoked shall be revived otherwise than by the re-execution thereof, or by a codicil executed in manner hereinbefore required, and showing an intention to revive the same."

The effect of this section had to be decided in *The Goods of Steele* and the two other cases at the head of this notice. The chief point in these three cases was, shortly whether the Wills Act had altered the old doctrine as to the implied revival by a codicil of a revoked will. The Judge-Ordinary held that the Act had altered the law, and that some intention to revive must now be shown in a codicil, otherwise it will not operate as a revival of a revoked will.

This decision will be more easily understood by reference to the facts of the three cases which we are discussing. In each of them the testator made a will, then revoked it by a second will, and then made a codicil confirming his "last will and testament," but referring by date to the first and not to the second will. It would seem that before the Wills Act in these cases, if no other facts appeared, the first will in each case would have been revived. The Judge-Ordinary held, however, that in none of the cases was the first will revived, as there did not appear on the codicil in the words of the Act "an intention to revive the same." Another question might have arisen as to the admission of extrinsic evidence, but it was held that without such evidence probate must be granted of the second will and codicils respectively.

It must be remembered that the doctrine that a revoked will can be revived by implication only applied when the revoked will was still in existence physically at the time of the making of the codicil. If it did not exist, as if it had been burnt or otherwise destroyed, *animo revocandi*, it could not be revived.

It is curious that a question such as this should have arisen in three cases within so short a time of one another that they could be all comprehended in the one judgment on which we are commenting. It has afforded an opportunity of giving an exhaustive judgment on this branch of the law, in which the principles bearing on these cases will be found already stated, and the judgment is in itself well worth an attentive perusal.

NEGLIGENCE—DAMAGE.

Jones v. The Festiniog Railway Company, Q. B., 17 W. R. 28.

There is a large class of cases in which compensation may be recovered in an action for damage caused by an act which is not in itself actionable, but which only becomes so when appreciable damage has resulted therefrom. The great majority of those actions which are usually treated of as actions for negligence are of this kind. The damage is not actionable unless caused by negligence, but the negligence without the damage gives no right of action. If a person drive in a crowded street ever so negligently no action will lie against him for so doing (although of course he may come within the criminal law or police regulations), but if he causes damage to any one an action can be maintained against him by the person so injured. So, again, if a person keeps a dangerous animal he is liable for any damage it causes. These are only instances of a rule of very wide application.

This question was much discussed in *Fletcher v. Rylands* (14 W. R. Ex. Ch. 799) where it was held in the Exchequer Chamber, that if a person collects water in a reservoir on his land, and the reservoir bursts although without any negligence on his part, he is liable for the damage thereby caused, on the principle that one who keeps a dangerous thing is liable for any damage it may do. The same question has also arisen in actions against railway companies. In *Vaughan v. Taff Vale Railway Company* (8 W. R. Ex. Ch. 160), an action was brought against a railway company to recover damages for injury caused to the plaintiff in consequence of some dry grass growing alongside the defendants' railway having been set on fire by sparks from the defendants' engines. The defendants had done everything in their power to make the engines safe. It was held in the Exchequer Chamber that the defendants were not liable, on the ground that the Legislature had authorised the use of locomotive engines, and, therefore, the defendants could not be liable for the consequences of using such engines unless they used them negligently or improperly. But for the statutory authority the company would apparently have been liable, as indeed they were held to be in the court below.

Jones v. The Festiniog Railway Company is the complement of *Vaughan v. The Taff Vale Railway Company*,

and illustrates the principle of that case very well. The circumstances of the two cases were substantially similar. Damage was done by sparks from locomotive engines, but without any negligence on the part of the company. In *Jones v. The Festiniog Railway Company*, however, the company oddly enough were not authorised to use locomotive engines, and, therefore, their liability remained as at common law, and consequently they were held liable in the action. *Vaughan v. The Taff Vale Railway Company* is discussed in the judgment, and its meaning and principle explained. *Jones v. The Festiniog Railway Company* decides nothing new, but we notice it as an apt illustration of a well-known rule which is not always quite clearly understood.

LANDS AND RAILWAYS CLAUSES CONSOLIDATION ACTS (8 & 9 Vict. cc. 18, 20)—DAMAGE TO GOODS.

Knock v. The Metropolitan Railway Company, 17 W. R. C. P. 10.

The house of the plaintiff in this case received structural damage from the works of the defendants, and damage was also thereby occasioned to his goods. An arbitrator awarded the plaintiff compensation for the injury to the goods, as well as for the other damage. It was objected, in an action upon the award, that the arbitrator had no power under the Lands and Railways Clauses Acts, 1845, to award compensation for damage done to goods. It seems there is no authority on this point, although the universal practice is to give compensation in such cases for damage done to goods. The Court decided that such compensation could be given under the words of the Acts, and they considered the matter too clear to grant a rule to have the point argued. It is curious that there should have been any doubt on this question, but probably it has hitherto been thought so clear that the objection has not before been taken, and so, until now, there has been no reported case upon the subject.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, January 4, 1869.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. J.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
2	0	2	7	5	1	5	0	0	0	4	0

COMMON PLEAS.

(In banco, before Lord Chief Justice BOVILL, C.J., and BYLES, KEATING, and SMITH, JJ.)

Jan. 12.—*Beal v. Smith*.
WESTMINSTER ELECTION.

Hackins, Q.C., moved that the petition be taken off the file, and all proceedings on it be set aside, on the ground, that it was informal, and that it did not give any particulars, but simply made a sweeping charge of bribery and corruption against the respondent and his agents. The petitioner had widely advertised requests for information in support of the petition. There were 18,000 electors in Westminster; about 7,000 had voted for the respondent; and he had had to employ 600 to 700 clerks and agents, which rendered it impossible for him to meet a sweeping allegation that he, by himself or by his agents, had been guilty of bribery. An order for particulars, as directed by Mr. Justice Willes, to be furnished three days before the trial, was insufficient. No counsel could advise on evidence to meet such a charge as that put forward, nor could instructions be given to cross-examine witnesses.

BOVILL, C.J.—How was this managed before a Parliamentary Committee?

Hackins, Q.C.—In a most irregular manner.
BOVILL, C.J.—The judge can adjourn the case.

Hawkins, Q.C.—Yes, but the respondent should not be left to the mere speculation whether the judge will adjourn the case or no. In the most ordinary action for goods sold and delivered the defendant was entitled to have the fullest particulars of the case to be made against him, as he was also in any criminal charge; yet here, where vast expense had been incurred, and where grave responsibilities attached, no information was to be given till three days before trial.

Bovill, C.J.—Under the old system, the first information given was by the opening speech of counsel.

Hawkins, Q.C.—And gross injustice was done. He trusted their Lordships would grant him a rule to have the question discussed and to have a more just practice established.

Bovill, J., said—No injustice was done, because under the sixth rule ample power was given to order such particulars as were necessary. He thought it would be useless to require any further particulars. The petition showed the facts and grounds shortly, and if anything further was wanted, then, in the judge's discretion, further time could be given. The practice adopted seemed to him to be an improvement on the old practice before Parliamentary Committees, where no information was given before the morning of the trial. If, in fact, the respondent was taken by surprise, the judge had power to adjourn the trial in any case where such a course appeared to be desirable. There were, it appeared to him, no facts before the Court to satisfy them that the order of Mr. Justice Willes was wrong.

Byles J., said, on a subject new in practice, and in the present state of his knowledge of it, he did not feel himself in a position to interfere with the decision of the learned judge who had profoundly considered the subject.

KEATING and SMITH, JJ., concurred.

Rule refused.

Jones v. Malcolm and Collins.

BOSTON ELECTION.

This was a petition against the two sitting members for Boston with one surety entered into for £1,000.

Mauls, on behalf of one of the members, moved for a rule *nisi* to set aside the petition on the ground that the security was not sufficient.

Rule granted.

Wetherfield v. Nelson.

This action was tried in the Lord Mayor's Court before the Recorder. It was brought to recover fees payable to the plaintiff as the person appointed by the judge of the City Small Debts Court to act as registrar in the absence of Mr. Nelson, the registrar. The defendant disputed the validity of the plaintiff's appointment. The facts were that, the registrar being absent from the court for his vacation, the Judge on entering the court asked for him, and his clerk, Mr. Grant, stated that he was there to act for him. The judge, however, would not have Mr. Grant, but appointed the plaintiff to act as the deputy registrar, and he so acted for four days, at the expiration of which time it was mentioned to the judge that the plaintiff had been bankrupt, and had compounded with his creditors several times, all which the plaintiff admitted. The Judge said he had not been aware of this, and thereupon suggested to the plaintiff that he had better retire from his office, which the plaintiff did; but not being able to get the fees payable in respect of the office, for the four days during which he had performed the duties, he brought this action to recover them, and obtained a verdict, with leave to move on the question of the validity of the appointment.

Talfourd Salter now moved for a rule to enter a non-suit, or in arrest of judgment. He contended that the registrar was not absent, but present by his clerk, Mr. Grant, under the provisions of the statute regulating the court. That the appointment by the judge of the plaintiff was not valid, as by the statute it was reserved to the common council; and one of their standing orders was that no person should be eligible to any appointment who had been bankrupt or insolvent, and that therefore the plaintiff was incapacitated. Neither was Mr. Grant incompetent as deputy-registrar, and therefore the judge had no power to displace him; for the statistics of the business transacted in the court where Mr. Grant acted as such registrar showed that on the average fifty-three cases were tried and disposed of in an hour. Further, if the work was done at all, it was done as an attorney, and before the fees could be recovered a signed bill must be delivered, and none had been so delivered.

The Court granted a rule *nisi* on all the points.

COUNTY COURTS.

CLITHEROE.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Jan. 6.—*Heyworths v. Lancashire and Yorkshire Railway Company.*

Railway Company—Negligence—Railways Clause Act, 1845, s. 68.

A culvert running under a railway became silted up, so that water accumulated under the archway. The plaintiffs' cow pasturing in their land adjoining entered the culvert to get at the water, and the width being small, was unable to return, and had to be drawn out by ropes, in doing which she was fatally injured. The culvert was not fenced off.

Held, that 8 & 9 Vict. c. 20, s. 68, having imposed upon the railway company the obligation of fencing off the culvert, they were liable to the plaintiffs in damages.

In this case, Mr. DANIEL now delivered the following decision:—The question in this case was the liability of the defendants to compensate the plaintiffs for the loss of a cow which had died through injuries sustained by getting into a culvert under the railway. The culvert had been constructed as part of the necessary works of the railway, which had been completed and opened for public traffic nearly twenty years ago. At the time of the accident the culvert was not fenced off—the cow was depasturing in land of the plaintiffs' adjoining the railway, and the entrance to the culvert being open, the cow it would appear had crept in to get at some water which had lodged in the culvert in consequence of the further end being silted up. If the culvert had been kept clear the water would have flowed away, and the supposed inducement which led the cow into the culvert would not have existed. The culvert was only just large enough to admit the body of the cow, and the cow having reached the water could not get out either by going forwards or backwards. She was missing for about three days, and then discovered by accident, and to get her out it was necessary first to clear away the silted rubbish from the mouth of the culvert and then to drag her out with ropes by force, and in doing so she was injured to such an extent that it was necessary to kill her. The culvert was constructed for the purpose of carrying the railway over a natural stream of water which ran through the plaintiff's land. This land adjoined both sides of the railway and both ends of the culvert. The accident occurred during the drought of last summer, and the bed of the stream was then quite dry, there being no water except what had lodged in the culvert owing to the exit being silted up. The plaintiffs were not under any obligation to keep the culvert clear. The defendants contended that they were not under any obligation to fence the culvert, and that to have put any fence at either entrance would have impeded the flow of the water and have been improper, and that the loss was the result of an accident which could not have been foreseen, and was caused by the cow getting into danger through her own act and not through any negligence of the defendants. The case first came on for hearing at the September court, and after it had proceeded some length it was considered by the parties that it would be desirable that I should view the culvert, and accordingly the case was adjourned to the December court for that purpose. In the morning of the 3rd December I went accompanied by the advocates on each side and had a view, and afterwards at the court held on that day concluded the hearing. As I always find in cases in which an accurate knowledge of the details of a particular spot is desirable as helping to a better understanding and application of the evidence, I found in this case the view was an assistance to me. The culvert runs straight under and nearly at right angles with the line of the railway which at the spot is carried across the plaintiffs' lands on an embankment several feet in height, but the stream enters the culvert in a curve in one direction and leaves the culvert in a curve in the opposite direction, forming almost a letter S reversed (?). At the bend of the curve approaching the culvert there were stumps of two posts opposite each other, one on each side of the stream, about six or eight feet from the entrance to the culvert, and above the line of these stumps the bed of the stream had been shaped and levelled with stones so as to form a watering place, and applying the evidence adduced before me to what I thus saw, I was satisfied that when the railway was originally completed there had been a watering place formed there by the defendants for the use of the occupier of the lands, and that posts and rails had been

placed across the stream so as to form the lower boundary of the watering place, and at the same time prevent sheep or other cattle coming to water getting to the mouth of the culvert. These posts and rails had not been kept up. There was no evidence to show whether they had been purposely destroyed or whether they were allowed through negligence to go to decay. There was evidence before me on the part of the defendants that a former occupier of the lands had used the stream up to the mouth of the culvert as a place for washing sheep—for that purpose penning back the water by temporarily boarding up the mouth of the culvert—but this had not been done by the plaintiffs. Such use, however, appears to me to be immaterial for any purpose connected with the question to be determined in this case. I may observe, however, it could not be prejudicial to the defendants, because when the obstruction was removed from the mouth of the culvert the penned up water would flow through the culvert with increased force and help to cleanse it, and the penning up the water could not have, and it was not alleged that it had, in any way injuriously affected the railway. If the posts and rails as originally placed had been allowed to remain, what is now complained of could not have happened, because they effectually prevented approach to the culvert. The defendants disputed the fact that the posts and rails had been placed for any permanent object, and insisted that they were only placed there temporarily as part of the contractors' fencing for temporary occupation during the construction of the railway. Upon the evidence, however, assisted by the view, I come to the conclusion that the posts and rails were placed for a permanent object—the watering place—and not temporarily. It was then insisted for the company that if placed for a permanent object the company were not under an obligation so to place them, and having been in fact removed they were under no obligation to replace them, and their not being replaced is not negligence.

The question, therefore, resolves itself into this—whether there was and is an original and continuous obligation on the company to protect the mouth of the culvert so as to prevent injury to cattle getting into it by straying from the adjoining lands. The obligation of the company was put by the plaintiffs' advocate upon the two grounds, common law and statute. At common law it was said that if a man make a dangerous excavation in a place where another man's cattle have a right to be and they sustain injury he is liable. As if he make a shaft in a field and leave it unfenced where cattle have a right to graze, or make a hole beside a highway and leave it without protection, and cattle, not trespassing, fall in and are injured, the party making such shaft or hole is liable to make compensation for the injury to the owner of the cattle. And that there is no difference in legal liability whether the excavation be vertical or horizontal. There is, however, a plain difference in point of danger between the one and the other, and contributory negligence might be imputable in the case of an horizontal opening like a culvert, which would not be imputable in the case of a vertical shaft or hole. A man or an animal might, without imputable negligence, fall down an unfenced shaft or hole, but there must be some negligence in man or beast who walked into a mere horizontal hole, and to arrive at the result of negligence in the company on this ground I should have to consider whether they were legally liable to clear out the culvert so as to make the presence of the water there, which induced the cow to enter, the result of their negligence. This question, however, it is not necessary to decide if the liability exists under the statute, and for the reasons I am about to state I think it does. By the Railway Clauses Act, 1845, 8 Vict. c. 20, s. 68, "The company are to make, and at all times thereafter to maintain (*inter alia*), all necessary culverts under the railway of such dimensions as will be sufficient at all times to carry the water as clearly from the lands lying near or affected by the railway as before the making of the railway." The culvert in question was made of its existing dimensions in obedience to this enactment, and those dimensions were such as to admit of sheep and cattle getting in by straying from the adjoining lands and thus exposing themselves to injury. By the same section the company are also bound to make and maintain sufficient posts, rails, &c., or other fences, for protecting the cattle of the owners or occupiers of the adjoining lands from straying thereout by reason of the railway, and by the interpretation clause, section 3, railway means

"the railway and works by the special Act authorised." The culvert was part of the works by the special Act authorised, because it was a necessary part of the works required to be done in the construction of the railway thereby authorised. That being so, the obligation was imposed upon the company to fence against the cattle of the plaintiff, as an occupier of adjoining lands, straying therefrom, by reason of the culvert. I think, therefore, the company are liable for negligence in not properly protecting the culvert, and that whether the posts and rails originally put down were put down voluntarily or not, as long as they were there they were a sufficient fence; when they were removed, whether purposely or by being allowed to fall into decay, the culvert became unfenced, and the statutory obligation to fence it imposed upon the company an absolute duty, and the neglect of this duty subjected them to make compensation for whatever injury resulted to cattle situated as the plaintiffs' cow was when she got into the culvert. The mode of fencing is for the company to determine, and clearly there may be an efficient fencing which would not interfere with the flow of water through the culvert. The verdict will therefore be entered for plaintiffs for £19, the damages claimed, and costs. If the defendants desire to appeal and require my consent I give it, and this judgment will accompany the case.

APPOINTMENTS.

MR. DOUGLAS BROWN, of the Norfolk Circuit, has been appointed Recorder of King's Lynn, in the room of Mr. Martin J. West, who has resigned on account of the increasing infirmities of age. Mr. Brown was educated at Trinity College, Cambridge, where he graduated B.A. in 1843. He was called to the bar at Lincoln's Inn in May, 1847, and is a member of the Norfolk Circuit, practising also at the Cambridge, Huntingdon, Bedford, Lynn, and Swaffham Sessions.

MR. JOSHUA EARLES, of London, has been appointed by the Right Hon. Sir J. Wilde, Judge of the Probate Court, to be district registrar of the Probate Court at Durham, in the room of the late J. Davison, Esq.

MR. HENRY JEFFREYS FARRAR, Solicitor, has been elected coroner for the district of Mid-Kent, in the room of Mr. W. T. Neve. Mr. Farrar was certificated in Hilary Term, 1852, and was a member of the firm of Neve, Wilson, and Farrar; he is a member of the Kent Law Society, and of the Justices' Clerks' Society.

GENERAL CORRESPONDENCE.

STAMPS ON PROMISSORY NOTES (p. 169.)

Sir,—“Senex” is not mistaken in concluding that a promissory note for £500 requires a five-shilling stamp. Promissory notes being payable “on demand or in any other manner” are included in the Almanack issued by this journal under the head sums payable “otherwise than on demand.”

THE COMPILER OF THE ALMANACK.

BASTARD EIGNE AND MULIER PUISNE.

Sir,—In reference to the letter of your correspondent “I” in a late number, on the subject of the present state of the law of *bastard eigne* and *mulier puisne*, I own to seeing some difficulty in the way of the conclusion he arrives at, though his reasons are very ably stated. The following are some of the reasons which operate with me:—

The Inheritance Act directs the descent to be traced from the purchaser, and the purchaser is defined to be the person who last acquired the land *otherwise than by descent*. It is assuming the whole question to say that the bastard takes by descent; it seems rather that during the period when it is open to the *mulier* to contest his right, *viz.*, during the bastard's life, the latter is in, by a *quasi* title of purchase, as a peculiar kind of abator, in whom is vested the particular faculty of being able, through the enjoyment of an uninterrupted possession during his own life, and by having issue of his body, to extinguish the right which the *mulier* had to the land during the life of the bastard; but which right, on the death of the latter having issue, seems to be as completely destroyed as if, under the present Limitation Act, the *tempus constitutum* had run against a right which

but for that would have been perfectly valid. Indeed, it seems that the right which the bastard's issue may gain might, with some propriety, be considered as the result of a particular prescriptive law, which not only bars the remedy, but destroys the right. This is, I submit, the light in which the authorities to be found in our books on this curious part of ancient law tend to place the subject. (See *Sir R. Lechford's case*, 8 Co. Rep. 210, where it is said that "the dying seised of the *bastard eigne* binds the rights, and the descent not only takes away the entry but the right also, and, therefore, a descent in that case may be a bar to the right when it shall not take away the entry, in case of disseisin as a descent of services, rent, reversion expectant on an estate tail, shall bar the rights of the *mulier* as appears in 18 Edw. 2, Bast. 26, but such descent shall not take away the entry or claim of the disseisee.")

It is said that it is the continuance in possession of the bastard, and his dying seised in peace, and the descent, that bar the *mulier*, but if either of these circumstances be wanting the rights of the *mulier* is saved (Co. Litt. 245 a b; *Lechford's case*, *ubi sup.*). Although it is said that by the death of the *bastard eigne* in peace, and the descent, he becomes right heir, I have never found any authority for saying that he becomes such a legitimate heir as that if the issue of the bastard were afterwards to fail, the *mulier* or his issue could inherit the land from the bastard's issue. It would seem rather that in such a case the land would extend in the same way that land gained by adverse possession under the Limitation Act would, on failure of heirs of the man gaining the title, extend to the lord without reference to the claims of those against whom the title by non-claim had accrued. It is clear that during the bastard's life he never could be legal heir, and might be ousted at any time by the entry of the *mulier*; and it is difficult to see how he can, in the terms of the Inheritance Act, be said to acquire the land by descent; and if that be so, then it would seem that, for the purpose of tracing inheritance under the present Act, he must be treated as a purchaser, in which case the difficulty in the way of the issue's claim pointed out by your correspondent would not arise.

It appears to me that on the death of the bastard he becomes "the person last entitled to the land" according to the interpretation clause of the Inheritance Act, for the consummation of his title by the descent to his issue has the effect, at least by relation, of making him "the last person who had a right thereto"; the title of the *mulier*, which would be good up to the time of the bastard's death, would, it appears to me, die with the latter, and vanish by force of the ancient rule in question, so that *his right* could no longer be the subject of legal contemplation.

It is said in a case in 1 Salk. 120, that it is the peculiar privilege of the issue of the *bastard eigne* to resist the bastardizing of his ancestor after his death, and that it applies solely to this case. This furnishes another ground for supporting the claim, but I prefer the first—viz., the extinction of the right, as the strongest. There is still one way, independently of death, by which the bastard's estate may become indefeasible—viz., in the case of two sisters, *bastard eigne* and *mulier puise*, entering as co-partners and making partition, which would bind the *mulier* for ever (Co. Litt. 244b); though such a partition would be void if made where one had no colour of title (Co. Litt. 170b). Independently, therefore, of any alteration of the law of descents, there seems still to be a "*seintilla juris*" to keep the old doctrine alive, unless the Legislature give it the direct *coup de grace*.

With regard to the 39th section of the Limitation Act, if the effect of the law be, as I contend, to extinguish the right of the *mulier* when the estate of the bastard's issue is consummate, the remedy by entry or action cannot be saved by this section. And it is to be observed that the doctrine of entries tolled by descent was very different in its incidents from that of the right gained by the issue of the bastard: some of the differences between the two are noticed in the passage cited from Coke's Rep., *ante*, and to which I can only now refer. It may, however, be noticed, in passing, that the terms of the Act of 32 Hen. 8, taking away the effect of descent cast unless the disseisor had been in possession five years, might have been literally applied to the case of the *bastard eigne*, but it appears, however, never to have occurred to Lord Coke or any other text writer to suggest a doubt as to such an application.

Even if, contrary to my view, the 39th section of the Limitation Act can be held to apply to the *bastard eigne* doctrine in all such cases where the subject-matter would

be comprised under the word "land," as defined by the interpretation clause, the effect would be far from exhaustive, as many subjects would remain on which the old rule might still operate which, unlike the doctrine of descents that tolled entries, affected incorporated hereditaments as well as those that lay in livery.

On the whole, I incline to think, if the question ever pass out of the domain of theory, that those who may be interested in showing that there is life in the old rule yet may not have quite a hopeless task.

T.

PRIMOGENITURE.

Sir,—You may probably think the following suggestions worth ventilating:—

1. That an executor or administrator should have a power of selling real estate, whether devised or devolving upon the heir, exercisable within a limited period, say three years from the death of the testator or intestate, for the purpose of paying debts and funeral and testamentary expenses.

2. That, while freehold and copyhold hereditaments, if limited to A. and his heirs, should, as at present, devolve upon the heir on an intestacy; yet, if limited to A., his executors and administrators, or in similar terms, they should, unless devised, devolve upon the executor or administrator as personal estate.

The first proposal will obviously facilitate the realisation of an insolvent's real estate, without making it necessary to require the executors' or administrators' concurrence in any dealings with the property after the expiration of the limited period.

The second proposal will enable those who object to primogeniture, or who hold real estate for trade purposes in such a manner as to make it convenient that it should go with their business, to secure that their property devolves as personalty even if they die intestate. It will obviously be desirable that the legal estate in mortgaged property should devolve upon the personal representative, and probably it will be generally considered convenient that trust estates should devolve upon an executor or administrator rather than upon an heir.

On the other hand, neither proposal will interfere in ordinary cases with the direct devolution of real estate in an undivided state upon the devisee or heir. I attach considerable importance to preserving this direct devolution, as I believe that there is a substantial distinction between moveable property, which is usually either realised at the owner's death or readily divisible, and lands and houses not in the owner's occupation, which are usually retained by the devisee or heir without a sale. In the latter case a sale or partition by an executor or administrator would usually involve unnecessary trouble and expense, and even requiring his formal assent to vest the property in a devisee would often prove inconvenient, as the title would not be attended to until the owner desired to sell, and then it might be difficult to find the representative of a deceased executor or administrator. If it be feasible, as above suggested, to give an option whether real estate should descend to heirs or vest in personal representatives, an option similar in fact to that which at present exists as regards leaseholds for lives, it would deserve consideration whether a similar option should not be given as regards leaseholds for years, of making them descendible to the heirs instead of devolving on the executors, and with building leases of house property this would often be convenient.

Lincoln's-inn.

H. R. D.

DOMESTIC SERVANTS.

Sir,—Noticing your paragraph (page 162) in last week's *Journal* respecting the dismissal of domestic servants, I always thought, as you seem to think, that where a servant misconducts himself, he or she forfeits all wages due. I had a case, which was tried at the Marylebone County Court, in which my footman sued me for wages due (less a month's wages in lieu of notice), which I resisted upon the ground that, without any cause whatever, he insisted on quitting my service without giving me any notice whatever; and although the professional gentleman I employed cited cases to show that my servant had, by his misconduct, forfeited all wages, the very learned judge presiding decided against me, expressing his opinion to be that he did not agree with those cases, and I had the mortification to be

muleted in debt and costs. I could not appeal, the amount being under £5, or I should have done so.

Now, I would ask, who is right, the very learned judge or you and myself. J. S.

[We take the law to be that the servant forfeits all wages accrued due since the last settling day. If the wages had been allowed to fall into arrear, say for two years, the servant would not forfeit the whole arrears, but the wages accrued since the last day on which the wages should have been settled, be the settlement weekly, quarterly, monthly, or otherwise.—Ed. S. J.]

ACT FOR ABOLISHING COMPULSORY CHURCH RATES.

Sir,—Your correspondent's remarks on the practical effects of this Act are entitled to some attention; they clearly indicate the inconvenience to arise from this measure. And although I am as desirous as any one to get rid of the question of church rates by proper and safe means, I cannot but regard the dangers to churchwardens and the injuries to church officers as great, and as requiring immediate attention.

I hold office in a large suburban parish, where a church rate has not been obtained since 1860. The general expenses of the church have been defrayed by a voluntary subscription. Until the last year this plan has answered its purpose; but, from causes which it is unnecessary to mention, there is now a deficiency of £40 at the end of the financial year, Michaelmas last, and the only way of procuring the amount has been by charity sermons!

As regards the current year the parish officers have taken no active steps to raise the necessary funds, but under the imposing difficulties, presented by the passing of the above-named Act, the churchwardens have thought right to give notice to the organist, pew openers, and other usual officers of the church, that their services will not any longer be required.

I think it right to give you this information in reference to your correspondent's desire for advice.

CLERICUS PAROCHIALIS.

[The "imposing difficulties" against which these parish officers have made no effort to contend, appear attributable not to the Act, but to "causes which it is unnecessary to mention." Advice emanating from persons who take no active steps to meet the difficulty, is not calculated to prove serviceable.—Ed. S. J.]

ARE STAMPS A LEGAL TENDER?

Sir,—Please answer this question. If I tender £4 15s. in postage stamps or other stamps, is the same a legal tender in payment?

VERAX.

[Certainly not.—Ed. S. J.]

DEVISEE UNDER A WILL AN ATTESTING WITNESS TO A CODICIL.

Sir,—A legacy, annuity, or residue bequeathed by will to A. is not affected by the attestation by A. of a codicil to the will, even though the codicil, by revoking legacies given by the will, indirectly increases the amount of residue (*Gurney v. Gurney*, 3 Drow. 208, 3 W. R. 353; *Tempest v. Tempest*, 2 K. & J. 635; and *Stocks v. Hammond*, 2 N. R. 307). And the subsequent marriage of a witness to a person entitled to the benefit of a devise or bequest in the will would not render null and void that devise or bequest. And where there is a gift to several as joint tenants, one of whom is an attesting witness, and thereby forfeits his interest, the statute does not create a severance of the joint-tenancy, but the whole gift goes to the others (*Young v. Davies*, 11 W. R. 452). It is also as well to remember that a devise or bequest to a witness, to be void, must be beneficial, so that in the case of a gift of property upon trust the gift would not be void (*Re Ryder*, 2 No. Cas. [Notes of Cases in the Ecclesiastical and Maritime Courts], also *Re Mitchell*, 2 Cur. 916, and *Re Forest*, 2 Sw. & Tr. 334).

E. L. M. B.

[We can insert no more replies to this query.—Ed. S. J.]

A case of some interest to passengers by omnibuses has just been decided in the Glasgow Sheriff Court. Mr. Sheriff Galbraith ruled that an omnibus proprietor may legally refuse to carry a "chimney sweep" or a "baker" in his working clothes.—*Pull Mall Gazette*.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

We take from the *Chicago Legal News* the following decision upon the married women's property law of the State of Illinois. As the proposition to reform our own law in this respect has been accompanied with frequent reference to the changes recently made in the United States, this decision may be not without interest for our readers.

SUPREME COURT OF ILLINOIS.

Cole v. Van Riper.

The object of the Legislature in passing the Act of 1861 was not to loosen the bands of matrimony, or create an element of constant strife between husband and wife, but to protect the latter against the misfortunes, imprudence, or possible vice of the former, enabling her to withhold her property from being levied on and sold for the payment of his debts, or squandered by him against her wishes.

Before the passage of this law the husband became the owner by virtue of the marriage of the personal property held by the wife at the date of the marriage, or which came to her after the marriage, and was reduced into possession by him. He was also seized of an estate during coverture in lands held by his wife in fee.

This estate was, in the eye of the law, a freehold, as it would continue during their joint lives, and might last during the husband's life, and was liable to be sold on execution against him.

The husband's estate during coverture is substantially abolished by the Act of 1861.

The husband also, if there was issue of the marriage born, also became tenant by the courtesy of all lands of the wife which such issue might inherit, and this estate, unlike the other, terminated only with his own life.

The law termed this estate initiate on the birth of issue, and consummate only on the death of the wife.

This estate is greatly modified by the Act of 1861, but is not totally destroyed. During the life of the wife the husband can exercise no control over her lands as tenant by the courtesy, nor has he an interest in them subject to execution.

Tenancy by the courtesy continues after the wife's death. It has not been established by the Act of 1861. The law itself provides "that it is only during coverture that the property of the wife is clothed with these new qualities, and leaves the law unchanged as to the disposition of the wife's property at her death."

The Act of 1861 does not enable a married woman to convey her land without the consent of her husband manifest by joining in the deed.

LAWRENCE, J.—

This was an action of ejectment, and one of the questions presented by the record is, whether, under the law of 1861, known as the "Married Woman's Act," a married woman can convey real estate, acquired since that time, without the joinder of her husband. That Act provides "that all the property, both real and personal, belonging to any married woman, as her sole and separate property, or which any woman hereafter married owns at the time of her marriage, or which any married woman during coverture acquires in good faith from any person other than her husband, by descent, devise, or otherwise, together with all the rents, issues, increase and profits thereof, shall, notwithstanding her marriage, be, and remain, during her coverture her sole and separate property, under her sole control, and be held owned, possessed, and enjoyed by her, the same as though she was sole and unmarried; and shall not be subject to the disposal, control, or interference of her husband, and shall be exempt from execution or attachment for the debts of her husband."

The Legislature has here used very sweeping language, but it must be interpreted with reference to the evil intended to be cured, and in such manner as to be made to harmonize with other estates which are left unreppealed, so far as such harmony can be secured without disregarding the legislative intent. It is a familiar maxim that repeal by implication is never favoured.

That this statute cannot be enforced according to its literal terms without impairing, to a very large extent, the strength of the marriage tie will be evident on a moment's reflection. By the terms of the Act the property of a married woman is to be "under her sole control, and to be held, owned, possessed, and enjoyed by her the same as though she was sole and unmarried." If this language is to receive a

literal interpretation, a married woman living with her husband and children in a house owned by her would have the right to forbid her husband to enter upon the premises, and he would be a trespasser in case he should enter against her will, and would be liable to her in damages. Such would be her rights as a *feme sole*. The wife could thus divorce her husband *a mensa et thoro*, without the aid of a court of chancery. Or, again, suppose in a house thus owned and occupied the furniture is also the wife's property, can she forbid the husband the use of such portion as she may choose, allow him to occupy only a particular chair, and to take from the shelves of the library a book only upon her permission? This would be all very absurd, and we know the Legislature had no idea of enacting a law to be thus interpreted. It is simply impossible that a woman married should be able to control and enjoy her property as if she was sole, without leaving her at liberty practically to annul the marriage tie at pleasure; and the same is true of the property of the husband, so far as it is directly connected with the nurture and maintenance of his household. The statute cannot receive a literal interpretation.

The object of the Legislature was not to loosen the bands of matrimony, or create an element of constant strife between husband and wife, but to protect the latter against the misfortunes, imprudence, or possible vice of the former, by enabling her to withhold her property from being levied on and sold for the payment of his debts, or squandered by him against her wishes. Before the passage of this law the husband became the owner, by virtue of the marriage, of the personal property held by the wife at the date of the marriage, or which came to her after that time, and was reduced by the husband to possession, and he was also seized of an estate, during coverture, in lands held by the wife in fee. This estate was, in the eye of the law, a freehold, as it would continue during their joint lives, and might last during his life, and was liable to be sold on execution against the husband: 2 Kent, 180. The personal property reduced to possession, and this estate in the wife's land, were at the disposal of the husband, and liable to be sold, at his pleasure, for his own use, or to be levied upon and sold by his creditors. These were the evils which the law was designed to cure and has cured. Although we held in *Rose v. Sanderson*, 38 Illinois, 247, that when the husband's estate in the wife's lands had vested before the passage of this law, it was not divested by the Act, and might be sold by his creditors, yet where the marriage has occurred, or the land has been acquired by the wife, since that time, it would doubtless be held that this species of estate, known as an estate during coverture, has been substantially abolished, because its existence is wholly irreconcilable with both the language and the objects of this law.

But besides this estate which the husband acquired by virtue of the marriage in the lands of his wife, he also, if there was issue of the marriage born alive, became tenant by the courtesy of all lands of the wife which such issue might, by possibility, inherit, and this estate, unlike the other, terminated only with his own life. The law termed this estate *initiate* on the birth of issue, and *consummate* only on the death of the wife, but the *initiate* estate could be seized and sold on execution against the husband up to the period of the wife's death; it was substantially the same thing as the estate during coverture, above mentioned. Now, although this estate is greatly modified by the Act of 1861, it is not totally destroyed. During the life of the wife the husband can exercise no control over his wife's lands as tenant by the courtesy, nor has he an interest in them subject to execution. We refer of course to lands where no interest had vested before the passage of the law. This estate, then, would be totally abolished, like the estate during coverture, were it not that tenancy by the courtesy continued after the wife's death, and indeed at that period, because most material to the husband, since, up to that time, he had the enjoyment of his wife's realty by virtue of the other species of estate. While then the one estate is annihilated by a necessary implication, the utmost that can be said, in regard to the other, is that it is materially modified. This estate is as old as the common law. It has always been recognized as existing in this State. It is not expressly abolished by the Act of 1861, and so far from being abolished by implication, it may be recognized as taking effect, on the death of the wife, without conflicting, in the slightest degree, with the letter, spirit, or object of that law. On the contrary, the law

itself provides, that it is "during coverture" that the property of the wife is clothed with these qualities, thus leaving the existing law unchanged as to the disposition of the wife's property at her death. Moreover, it is hardly to be supposed that the Legislature would totally abolish this estate without remodelling that of dower, or that they would work so important a change in one law of realty merely by implication. But, in fact, there is not even an implication that effects this estate after the death of the wife.

We have said thus much in regard to this estate, as a foundation for our opinion that this Act does not enable the wife to convey her lands without the consent of her husband manifested by joining in the deed. At common law the wife could only convey by fine, or a common recovery, and a fine levied without the husband's consent was not binding upon him, unless he was a party: 2 Kent Com. 150. A conveyance in which the husband unites has been substituted in this country, and is the mode pointed out by the 17th section of our statute of conveyances. The estate of the husband in the wife's lands could not therefore be destroyed or impaired by the sole act of the wife. If the section of our conveyance Act is repealed by the Act of 1861, it is repealed by implication, which, as already remarked, the law does not favour. But where is the implication? Not, certainly, in the language of the Act, which gives the wife the right to hold, own, possess, and enjoy her property, for the terms give only the *jus tenendi*, and not the *jus disponendi*. The power to own and enjoy is entirely different from the power to dispose of, and the latter is not necessary to the exercise of the former. Neither is the power of disposing implied in that phrase of the law, directing that her property shall be under her sole control, because that term, although indefinite, must be construed in connection with the terms "own, hold, possess, and enjoy." In order that she may hold and enjoy she must necessarily control. But the control of the use and enjoyment does not imply the power to sell. Strictly speaking, the land when conveyed would pass away from her control and enjoyment.

But the chief reliance seems to be placed on the provision, that she is to have the power of controlling and enjoying as if she were sole and unmarried, and hence it is contended she can convey as if she were sole, and her deed would have the same effect as the deed of a *feme sole*. If she can convey at all because of the language in the Act referring to the condition of a *feme sole*, her deed would undoubtedly have this effect, and would thus destroy the husband's estate by the courtesy, and prevent him from resuming possession of the lands conveyed after her death. We have already given the reasons why this Act does not annihilate the estate of a tenant by the courtesy, or place it in the power of the wife to destroy it. If we are right in that conclusion, it necessarily follows, that it was not the intention of the Legislature, when they gave her the power to enjoy as a *feme sole*, to give also the right to convey as a *feme sole*, and thereby destroy the husband's estate.

There is another reason for not holding that this Act enables the wife to convey by her own deed. Before the passage of the law Acts similar in their general character have been passed in several of our sister states. The law of New York expressly gave the wife the power of conveyance. The laws of Pennsylvania and New Jersey did not, but employed terms of the same general character as our own. Our Legislature chose to shape our law after the latter models. It is but a just inference that the omission of any words in our Act expressly giving the power to convey, was the result of design, not of accident.

The Supreme Court of Pennsylvania and New Jersey had given to the Acts of those States the same construction adopted in this opinion. *Walker v. Renner*, 36 Pa. State Rep. 410; *Naylor v. Field*, 5 Duleher, 287.

We should add, in conclusion, that we have not considered the question of the power of the wife to dispose of her personal property. That may depend upon different considerations. The power to sell has sometimes been considered a necessary incident to the ownership of personal property. But a majority of the Court are of opinion that the Act of 1861 does not authorize a married woman to convey her realty in any other manner than that pointed out by the Statute of Conveyances. Holding this, however, we do not question the rule laid down in *Emerson v. Clayton*, 32 Ill. 493, as to the right of a married woman to bring a suit in her own name.

That right is a necessary incident to the law.

As the decision of this question disposes of this case, it is unnecessary to consider the other questions raised.

[The New Jersey Married Woman's Act is somewhat different from the Illinois Act of 1861. Under the former Act, in *Porch v. Fries*, 3 C. E. Green, it is said, "The husband has, during her life, no interest or estate in the lands of his wife. She can sell them with his assent, and if she so sells and conveys them she conveys them free from any interest of her husband. The Act destroyed the estate of tenancy by the courtesy initiate. The Married Woman's Act, although inconsistent with the estate by courtesy initiate, does not defeat the husband's courtesy at the death of the wife, provided she has not aliened her estate before. The Act only protects her estate during her life." Although the statute in New Jersey is much stronger than ours, in favour of the rights of a married woman over her property, still the Court there came to about the same conclusion as a majority of our Supreme Court in the above case.—*Ed. Chicago Legal News.*]

ILLINOIS.

Promissory Note.—Where a party indorses his name on a note before it is delivered to the payee, the presumption will be indulged that he intended to guarantee its payment. If indorsed afterward, then it will be presumed, in the absence of proof, that he intended to become only an assignor of the note. When indorsed after its delivery, it would devolve on the holder to prove that he was authorised to fill up the guaranty, and that it was supported by a sufficient consideration. If an assignment only was intended, and the holder fills it up with a guaranty, the true agreement of the parties may be shown and defeat a recovery on the guaranty. Where an indorsement is made without date, the presumption is that it was of the date of the note, and the presumption will prevail unless rebutted. When shown to have been made after the delivery of the note, it will be presumed that it was as a holder and to assign the instrument.—*White v. Weaver* (41 Ill.).

Sale—What constitutes delivery.—Where a party sold a quantity of oats, and delivered them to be weighed and then paid for, no time being fixed when they were to be weighed, the facts showing that a credit was to be given, the sale became complete upon such delivery, it not being essential, to pass the title, that the oats should first be weighed to ascertain the quantity.—*Bell v. Farrar* (41 Ill.).

AMENDMENT OF THE REGISTRATION LAWS.

The Liberal Association of Liverpool, through their chairman Mr. F. A. Clint, have addressed to the Premier a letter, in which they urge the importance of a further amendment of the registration Laws. The letter says:—"In a borough where party spirit runs high, and the two parties are nearly equal in strength, it has proved to be a good electioneering investment of money to make wholesale objections and run the risk of fines for the sake of striking off a number who fail to attend the court. In the county revision many men in useful and important positions were objected to, detained from their duties, and lost a whole day, and sometimes two days, in defending their votes against objections which were at once ruled to be invalid when the cases came on for hearing. In such cases no system of fines can ever be effectual. To guard against all this inconvenience, expense, and loss of time the association ventures to suggest that Parliament should make the following provision in respect of the occupation franchise in counties and boroughs:—That some time after the publication of the overseers' list, sufficiently long to enable the registration agents to make a thorough street survey of the names and to prepare their notices, the revising barrister should hold a preliminary court. That the registration agents, or others wishing to issue objections, should appear and prove, either from the face of the overseers' lists, or by the simple evidence of the persons who have made the surveys, or otherwise, some *prima facie* case against the vote; such as, for example, that there is no sufficient description of the qualifying property on the overseers' list, or that the man sent to survey finds that some other person than that named in the list is the tenant of the house. On proof of the *prima facie* case, the revising barrister should countersign the notice of objection, which might then be served, and everything from that point go in the usual way. Such a plan as this would provide the great desideratum—namely, that

the *onus probandi* shall be on the objecting party; and it has this great advantage, that the technical questions which often arise on the face of the overseers' list, one of which will often affect a whole group of votes, would be argued and settled by the barrister before any inconvenience was inflicted on the public. Further, a large percentage of objections are founded on incorrect house numbers; and if the barrister had power to amend these, the issue of objections in respect thereof would be avoided. It might at first be thought that some extra labour would be involved, but the decrease it would effect in the number of cases by excluding groundless objections would greatly relieve the barrister at his final sitting. It would be a vast saving of time and money to the public, and, if it were found to increase materially the labour of the barrister, the public could better afford to increase his remuneration than continue to be subject to the inconvenience and loss which the present system entails. A little increase in the labour of a registration agent or professional objector would not be a matter of great consequence. It would probably be urged that there would not be time for both preliminary and final courts being held. In the opinion of the association, however, a little rearrangement of the dates for the completion of the different steps in the registration work would remove any such difficulty, as the qualifying rate in most places is payable some months before the last day on which the overseers' lists are made out. There is another serious evil to be combated—viz., the gross errors and omissions in the overseers' lists in populous boroughs. This subject is hardly less important than the former, but cannot be effectually dealt with until the question of the restoration of the compounding system is settled. In large boroughs a longer time should be provided for printing the overseers' lists, and the assistant-overseers should be enabled to charge the cost of their accurate preparation upon the parish or township. Being thus paid for their services, they should be liable to dismissal by the Poor Law Board upon a report from the revising barrister that wanton carelessness had been manifested in the preparation of the lists."

THE PHARMACY ACT.

This Act came into operation on the 1st of the present month. It is satisfactory to know that, partly in consequence of the strong representations which we felt it our duty to make, it has since been semi-officially declared that the operation of the Act will not be allowed in any way to interfere with the rights of medical practitioners. We think it as well to mention this fact once again, because there still exists considerable discomfort and doubt in the minds of some members of the profession. The technical alterations necessary legally to secure the rights of the profession will be made, no doubt, at an early period in the next session of Parliament. We cannot doubt that amongst the consequences of the Act will be the better protection of the public against intentional and accidental poisoning; for, of course, persons can now obtain poisons only under rigid restrictions. The seller of poisons is required to be a properly licensed individual—or, in other words, a skilful pharmacist, and therefore is likely to be circumspect in his sales. This will affect quacks of all kinds. Then, again, there are penalties for the adulteration of drugs, so as to provide against the dangers resulting from the admixture with remedies of pernicious substitutes.

We hope that the provisions of the Act will be enforced with rigour. The Act is capable of effecting much good, of protecting the public to a very great extent against the evils which have long resulted from the careless way in which dangerous drugs have been handled and sold, and which have been a disgrace to the age. We anticipate, too, that something may now be done to diminish that most heartless practice which largely prevails in some districts, of drugging young children with "quietners," administered systematically, to prevent interference with the ordinary occupation of mothers or nurses.—*Lancet.*

We believe the Directors of the Bank of England contemplate opening a branch in Chancery-lane before long.

We are glad to notice that Mr. Justice Mellor has resumed his seat in the Court of Queen's Bench.

A JEWISH JUDGE.—Hitherto Jews were not admitted in Prussia to the functions of judges, but at present M. Joel, a gentleman of that persuasion, has been raised to a seat on the bench at Stralsund.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Hilary Term, 1869.

The clerks' names appear in small capitals, and the attorneys to whom articulated or assigned follow in ordinary type.]

BROMBY, ERNEST.—Edward Shimells Wilson, Kingston-upon-Hull.

LONGCROFT, CHARLES NEEDHAM.—Charles John Longcroft. Havant; and William Hine Haycock, 4 College-hill.

LUMLEY, WALTER.—Louis Charles Lumley, 15, Old Jewry-chambers.

TILSON, WILLIAM THOMAS.—Isaac Knowles, Wellington.

Hilary Vacation, 1869.

OSBORNE, HENRY JOHN.—Thomas Pinchard, Wolverhampton.

Last Day of Hilary Term 1869.

ADDISON, RICHARD.—Samuel Steward, 49, Lincoln's-inn-fields.

AITKENS, ROBERT WEBB.—Robert Webb, Birmingham.

ALSO, JAMES WILLCOX.—Thomas Avison, Liverpool.

BEAUMONT, HENRY.—Hugh Robert Evans, Ely.

BILL, FREDERIC.—William Henry Dignam, Walsall; and 57, Chancery-lane.

BLANSHARD, HENRY EDWARD.—James Henry Ingledew, Newcastle-upon-Tyne.

BODDINGTON, REGINALD STEWART.—John Rogers, 40, Jernyn-street, St. James's.

BOULTON, JOHN REGINALD FAWSETT.—Frederick William Tweed, Horncastle; John Thomas Tweed, Lincoln.

BOWKER, FREDERICK.—Frederick Peake, 6, Bedford-row.

BULLER, WILLIAM TEMPLER.—Henry Augustus Templer, Bridport.

COWDELL, CHARLES HUGH.—Alfred Burton Cowdell, 21, Abchurch-lane; William Bowles Barret, Weymouth.

DE FIVAS, ALAN STEVENSON.—Francis Truefitt, 4 Essex-court, Temple.

EDWARDS, EDMUND GEORGE.—Edmund Butler Edwards, Pontypool.

GODLEY, EDWARD ROBERT.—Alfred Lightfoot, 23 John-street; and 19, Hart-street; John Flower, 23, John-street.

HARVEY, FRANK JACOB.—Briscoe Hooper, Torquay.

HUGHES, THOMAS BRIERLY.—John Wilson, Congleton.

JULIUS, ASHLEY ALEXANDER.—Alfred Alexander Julius, Buckingham-street, Strand; Harry Curtis Nisbet, 35, Lincoln's Inn-fields.

LYNCH, HENRY.—Maurice John Hore, Liverpool.

PREEDY, HENRY STYLEMAN BORRODAILE.—Edwin Ball, Pershore, Worcester; Alfred Ricketts Hudson, Pershore.

RENDELL, JOHN WALROND.—Richard Grant Tucker, Tiverton.

SAMPSON, JOSEPH.—John Lamb, Manchester.

SMITH, ALFRED.—Henry Verrall, Brighton.

TURNER, ARTHUR HENRY.—Walker and Smith, Chester; Ball and Hudson, Pershore.

TYLER, ALFRED WINTERBURN.—Henry Frederic Holt, 26, Bucklersbury.

VENN, ALFRED EDWARD.—Mark Jameson, 4, Verulam-buildings, Gray's-inn.

WILLIS, GEORGE.—Frederick Willis, Leighton, Buzzard; Thomas Price Willis, Marlow, Bucks.

WRIGHT, THOMAS FRANCIS.—John Partington, Aston, Manchester.

NOTICE OF APPLICATION TO BE RE-ADMITTED.

Hilary Term, 1869.

Leigh, Alfred, Baguley Northendon, near Manchester. (Exchequer).

NOTICE OF APPLICATION TO BE RE-ADMITTED.

Easter Term, 1869.

POOLE, WILLIAM SAVAGE.—Robert Poole, Kenilworth; and Thomas William Capron, Savile-row, Middlesex.

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES

2nd February, 1869.

Baker, John Collins, 92, Camden-street, Camden-town (for 11th January).

Barber, Walbanke Baker, 31A, York-Street, Portman-square.

Bawtree, Frank Postle, Great Coggleshall, Essex; and 49, Mornington-road.

Bell, Adolphus William George, 8, New-inn, Strand.

Blaxland, William Athelstan, 32, Lincoln's-inn-fields; and 18, Clapton-square, Middlesex.

Bull, John Christopher, Wrexham, Denbigh; and Croydon.

Costerton, James Hamilton, Manchester.

Daniell, James Livett, Bristol.

Fletcher, George Rutter, Maidenhead; and 26, Granville-square, Pentonville.

Hadley, Thomas Benjamin, Catshill, near Bromsgrove; and 21, Great Coram-street.

Heritage, Lewis, 21, Abingdon-villas, Kensington; and 17, Percy-circus, Pentonville.

Hughes, Edwin, Liverpool.

Hutchinson, Thomas, Bishop Auckland.

James, Henry George, Crewkerne.

Jonas, Alfred, 38, Oakley-square, Camden-town.

Lake, Frederic Arthur, Mansfield House, Clifton-gardens; and Elms-avenue-road, Regent's-park (for 19th January).

Mole, Richard Lovelace Homer, Clifton; 9, Berkeley-gardens, Bayswater; 14, Devereux-court Temple; and 51, Harrington-square.

Morgan, John, 74, Belsize-road, Hampstead.

Paige, Henry Worcester; and 109, Winchester-street, Pimlico.

Philpott, Harry John Vernon, 6, Air-street; and 61, Thistle-grove.

Poynder, Alfred, 1, Turner-terrace Lee, Kent.

Redfern, John, Leek.

Rowe, Octavius, Morpeth; Derby; and Sheffield.

Samson, Harry, Kingston, Hereford.

Saxelbye, Edward, Kingston-upon-Hull; 7, Devonshire-terrace; and 51, New Milman-street, Middlesex.

Smedley, John Benjamin, 7, Pickersgill-buildings; and 17, Charterhouse-lane, City.

Thomas, Edward Faithfull, Neath; and Morpeth.

Walsley, John Mulliner, Wem, Salop; and Rotherham.

Williams, Evan, Knighton.

Wood, William, Manchester; and 41, Sidmouth-street, Regent's-square.

Worham, James Raymond, Greenwich; and Ealing.

Woodhams, Daniel Thomas, Lower Mitcham.

Wright, Newenham Charles, 24, Albany-street; and 21, Bloomsbury-square, Middlesex.

COURT PAPERS.

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

QUEEN'S BENCH.

Tuesday.....Feb. 2 | Wednesday.....Feb. 3

COMMON PLEAS.

ThursdayFeb. 4 | Friday.....Feb. 5

EXCHEQUER.

Saturday.....Feb. 6 | Tuesday.....Feb. 9

Monday, 8 |

The returns of the City of London Court for the year 1868 have just been made up; and from them we may form some opinion of the importance of the County Court Act of 1867. In 1867 the total number of plaints issued was 12,759, in 1868 the plaints were 16,198, showing an increase of 3,438. In 1867 the total fees levied amounted to £5,400, in 1868 the total fees were £7,800, showing an increase of £2,400. In 1869, in May of the latter part of which year the present judge was appointed, the total fees were £4,104. The fees of last year being £7,800, the income of the Court is now £3,700 more than at the time of his appointment. These fees do not include the fees in equity. From the return it further appears that in 1867 the Court sat 91 days; in 1868 there were 187 regular sittings. From and after the 1st of February there will be sittings in Admiralty causes, but these need not be at the Court-house in Guildhall-buildings, which is utterly unsuited for the transaction of Admiralty business, if not, indeed, for the administration of justice of any kind whatever.—*City Press*.

The new law of Kansas by which a wife may prosecute a publican who sells spirits to her husband promises not to be a dead letter. The *Lawrence Tribune* contains the following

advertisement:—"To whom it may concern. I hereby give notice that the sale of spirituous liquors to Homer Hays is contrary to my wishes, and that I shall prosecute according to law any person who disregards this notice.—Catherine Hays."—*Pall Mall Gazette*.

The following paragraph has been going the round of the papers:—"A puzzled Welsh Jury.—At the Montgomeryshire quarter-sessions at Welshpool, before the Earl of Powis and Mr. C. Wynn, M.P., a tramp was indicted for stealing a jacket. The prisoner was proved to have sold the stolen clothes. After a lengthy consultation the jury returned a verdict of guilty against the prisoner, and, to the surprise of every one in court, accompanied the verdict with a recommendation to mercy. The Chairman—On what ground may I ask? The Foreman (evidently puzzled)—I do not know (laughter). The Chairman.—We are generally glad to take cognisance of such recommendations from juries, but we like to know upon what ground the recommendations are made. The foreman then turned round to his colleagues in the box, and another lengthy consultation ensued, and after the lapse of a few minutes the foreman suddenly started up, and explained the recommendation by saying—"We recommend him to mercy because no one sees him commit the crime"—an explanation which elicited a loud burst of laughter from a crowded court." This is a modification of the very old anecdote of a jury who recommended the prisoner to mercy because they "didn't think he was the man who did it,"—and when asked why, in that case, they had found him "guilty," said they did so—"as a warning to him, not to do it any more."

PUBLIC COMPANIES.

LAST QUOTATION, JAN. 15, 1869.
[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92½	Annuities, April, '85
Do. for Account, Feb., 92½	Do. (Red Sea T.) Aug. 1908
5 per Cent. Reduced, 92½	Ex Bills, £1000, per Ct. 7 p m
New 3 per Cent., 93½	Do., £500, Do 7 p m
Do. 3½ per Cent., Jan. '94	Do., £100 & £200, 7 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 244
Annuities, Jan. '80—	Do. for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74,	Ind. Inf. Pr., 5 p Ct., Jan. '79
Do. for Account	Do., 5½ per Cent., May, '79
Do. 5 per Cent., July, '80 112	Do. Debentures, per Cent.,
Do. for Account, —	April, '64—
Do. 4 per Cent., Oct. '68 102½	Do. Do. 5 per Cent., Aug. '73 105
Do. ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 20 pm
Do. Enforced Ppr., 4 per Cent.	Do. ditto, under £1000, 20 pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	76
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	91
Stock	Great Eastern Ordinary Stock	100	43
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	107½
Stock	Do., A Stock	100	108
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	49½
Stock	Do., West Midland—Oxford	100	28
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	129½
Stock	London, Brighton, and South Coast	100	49½
Stock	London, Chatham, and Dover	100	17½
Stock	London and North-Western	100	115
Stock	London and South-Western	100	88½
Stock	Manchester, Sheffield, and Lincoln	100	47½
Stock	Metropolitan	100	109
Stock	Midland	100	115
Stock	Do., Birmingham and Derby	100	80
Stock	North British	100	32½
Stock	North London	100	123
Stock	North Staffordshire	100	55
Stock	South Devon	100	44
Stock	South-Eastern	100	79½
Stock	Do., Deferrol	100	50½
Stock	Taff Vale	100	148

* A receiver no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Greek difficulty has again depressed the funds. The early part of the week found them merely quiet, and not without an upward tendency. Misgivings, however, as to the result of the Conference have brought about a material depression. Foreign securities have been gloomy, though occasionally showing signs of recovery. The Railway market alone has not yielded to the unfavourable anticipations from abroad, and maintains a firm tone, prices advancing slightly, but it is probable that a still further advance would have taken place but for the depression of the other descriptions.

ESTATE EXCHANGE REPORT.

AT THE MART.

Jan. 7.—By Messrs. ELLIS & SONS.

Freehold, 3 houses, Nos. 1 to 3, Raglan-villas, Albert-road, Forest-lane, Stratford, annual value £21 each—Sold for £115 each.
Leasehold improved rent of £74 4s. 6d. per annum (for 14½ years), arising from No. 99, London Wall—Sold for £660.

Jan. 11.—By Messrs. DEBENHAM, STONE, & SONS.

Freehold business premises, situate in the Broadway, Stratford, let at £60 per annum; also part of the premises adjoining, known as Stratford House, let at £50 per annum—Sold for £2,000.
Freehold plot of building land, situate in Angel-lane, Stratford, and a ground rent of £16 per annum, secured on 13 houses in Angel-lane and Reve's-court, Stratford—Sold for £1,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BATTYE—On Jan. 11, at Hardwick Grange, Salop, the wife of Richard Battye, Esq., Barrister-at-Law, of a daughter.
BURNES—On Jan. 12, at 16, East Claremont-street, Edinburgh, the wife of William Burnes, Esq., Solicitor Supreme Courts, of a son.
MACNAGHTEN—On Jan. 12, at 100, Eaton-place, the wife of Edward Macnaghten, Esq., of a son.

MARRIAGES.

BRADFORD—MORGAN—On Jan. 9, at St. Peter's Church, Bayswater, Milton Bradford, Esq., Solicitor, of No. 79 Talbot-road, Westbourne-park, to Rosa Louise Ellen, daughter of the late George A. Morgan, F.R.C.S., of Harbury, Warwickshire.

DEATHS.

ATKINSON—On Jan. 11, at his residence, Kangra Lodge, Alexandra-road, Kilburn Priory, N.W., Charles Caleb Atkinson, Esq., Barrister-at-Law, late Secretary of the University College, London, aged 75.
TUCKER—On Dec. 23, at Charmouth, Dorset, Andrew Tucker, Esq., Solicitor, of Charmouth and Lyme Regis.

BREAKFAST.—A SUCCESSFUL EXPERIMENT.—The "Civil Service Gazette" has the following interesting remarks:—"There are very few simple articles of food which can boast so many valuable and important dietary properties as cocoa. While acting on the nerves as a gentle stimulant, it provides the body with some of the purest elements of nutrition and at the same time corrects and invigorates the action of the digestive organs. These beneficial effects depend in a great measure upon the manner of its preparation, but of late years such close attention has been given to the growth and treatment of cocoa, that there is no difficulty in securing it with every useful quality fully developed. The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. Far and wide the reputation of Epps's Cocoa has spread by the simple force of its own extraordinary merits. Medical men of all shades of opinion have agreed in recommending it as the safest and most beneficial article of diet for persons of weak constitutions. This superiority of a particular mode of preparation over all others is a remarkable proof of the great results to be obtained from little causes. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills. It is by the judicious use of such articles of diet that a constitution may be gradually built up until strong enough to resist every tendency to disease. Hundreds of subtle maladies are floating around us ready to attack wherever there is a weak point. We may escape many a fatal shaft by keeping ourselves well fortified with pure blood and a properly nourished frame."

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, JAN. 8, 1869.

LIMITED IN CHANCERY.

Hercules Insurance Company (Limited).—Petition for winding-up, presented Jan 5, directed to be heard before the Master of the Rolls on the next petition day. Buckland, Queen-st, Cannon-st, solicitor for the petitioner.

Hercules Insurance Company (Limited).—Petition for winding-up, presented Jan 6, directed to be heard before Vice-Chancellor Malins on Jan 13. Parker & Co, Bedford-row, solicitors for the petitioner.

Hercules Insurance Company (Limited).—Petition for winding-up, presented Jan 6, directed to be heard before the Master of the Rolls on Jan 16. Boulton & Sons, Northampton-sq, Clerkenwell, solicitors for the petitioners.

TUESDAY, JAN. 12, 1869.

LIMITED IN CHANCERY.

Britannia Mills Flour and Bread Company, Birmingham (late Mary Rodington & Sons Limited and Reduced).—Petition presented to the Master of the Rolls on Jan 26, for reducing the capital from £5 to £3 per share, directed to be heard before the Master of the Rolls on Jan 23. Sharpe & Co, Bedford-row, solicitors for the company.

Birmingham Supply Association (Limited).—Petition for winding-up, presented Jan 7, directed to be heard before Vice-Chancellor Malins on Jan 22. Fallows & Son, Carlton-chambers, Regent-st, solicitors for the petitioners.

City Discount Company (Limited and Reduced).—Petition for reducing the capital from £300,000 to £300,000, presented to the Master of the Rolls on Jan 8, and the list of creditors to be made out as for Feb 16 Mercer & Mercer, Mincing-lane, solicitors for the company.

International Land Credit Company (Limited).—Petition for winding-up, presented Jan 7, directed to be heard before Vice-Chancellor Malins on Jan 22. Lewis & Co, Old Jewry, solicitors for the petitioners.

Liverpool Marine Credit Company (Limited and Reduced).—Petition, presented April 17, for reducing the capital from £200,000 to £100,000, directed to be heard before Vice-Chancellor James on Jan 23. *Lace & Co., Liverpool, solicitors for the company.*

West India and Pacific Steam Ship Company (Limited and Reduced).—Petition presented June 30, for reducing the capital from £1,250,000 to £625,000, directed to be heard before Vice-Chancellor James on Jan 23.

COUNTY PALATINE OF LANCASTER.

Birtle Spinning Company (Limited).—The District Registrar has, by an order dated Jan 5, appointed Richard Howarth, of Bury, to be a third liquidator, to act in conjunction with the two liquidators already appointed.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 8, 1869.

Blackburn, John, Leeds, Solicitor. Jan 25. Greenwood v Blackburn, V.C. Malins.

TUESDAY, Jan. 12, 1869.

Higham, Thos, Margate, Kent, Esq. Feb 27. Van Zuylen v Weber, V.C. Giffard.

Mills, Eliz, Oriol-rd, Homerton, Spinster. Jan 30. Lloyd v Brodrip, V.C. Stuart.

Monks, Wm Smith, Westbourne-pk-rd, Stone Merchant. Feb 20. Monks v Monks, V.C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 8, 1869.

Baker, Wm, Dedham, Essex, Brickmaker. Feb 21. Smythies & Co. Colchester, Essex.

Bare, Wm, Colchester, Essex, Gent. Feb 10. Digby & Son, Lincoln's-inn-fields.

Bowen, Berj, Newcastle Emlyn, Carmarthen, Innkeeper. Feb 10. Evans, Newcastle Emlyn.

Brydon, Wm, Sunderland, Durham, Upholsterer. Feb 15. Robinson, Sunderland.

Dyason, Isaac, Ramsgate, Kent, Bathing. Jan 15. Lydall, Sandwich.

Geale, Danl, Cheltenham, Gloucester, Commander R. N. March 1. Brydges, Cheltenham.

Gibson, Thos, Bishopwearmouth, Durham, Innkeeper. Feb 15. Robinson, Sunderland.

Hardcastle, Geo, Sunderland, Durham, Auctioneer. Feb 5. Robinson, Sunderland.

Hockley, Joseph, Guildford, Surrey, Solicitor. Feb 26. Hockley & Russell, Guildford.

Kenrick, Eliz, Canterbury, Kent, Spinster. Feb 18. Dawes & Sons, Angel-st, Throgmorton-st.

Kent, Wm Adams, Southampton, Ironmonger. March 1. Hickman, Southampton.

Lea, Isaac, Handsworth, Stafford, Gent. March 1. Simcox, Birm.

Lillyett, Eliz, Petersfield, Southampton, Widow. Feb 6. Blackmore & Son, Alresford.

Lewis, Martha, Chatham-pl, Hackney. Feb 8. Sheffield, Lime-st.

Lloyd, Edw Walmsley, Llanrwst, Denbigh, Gent. March 26. Ward, Prescott.

Lloyd, Eliz, Llanrwst, Denbigh, Widow. March 26. Ward, Prescott.

Mason, Richd, Gooden-hill, Sand, Surrey, Farmer. Feb 26. Hockley & Russell, Guildford.

Richardson, Hannah, Lyon-pl, Edgeware-rd, Widow. Feb 10. Tanqueray & Co, New Broad-st.

Spark, John, Twickenham, Surgeon. Feb 15. Dale & Stretton, Gray's-inn-sq.

Sumner, Cooper, Leasingham, Lincoln, Farmer. April 6. Peake & Eng'land, Sleaford.

Wallace, Sarah Anne, Dawlish, Devon, Spinster. March 1. Oak, Alexander-sq, Brompton.

TUESDAY, Jan. 12, 1869.

Abbott, John Cave, Old Lodge, Northampton, Farmer. March 25. Shoosmith, Milton Hall, Northampton.

Bowden, Wm, Chorlton-upon-Medlock, Manch, Builder. Feb 18. Claze & Son, Manch.

Brooks, Wm, Denmark-hill, Camberwell, Warehouseman. Feb 7. Parker & Co, St Paul's-churchyard.

Dobson, Wm, Eaton Bray, Bedford, Innkeeper. Feb 15. Newton, Leighton Bussard.

Farrar, Hinchliffe, Shipley, York, Outfitter. Feb 20. Berry, Bradford.

Francis, John, Foulmire Bury Farm, Cambridge. Feb 1. Francis, Tokenhouse-yard.

Hart, Joseph, Hoxton-st, Butcher. Feb 13. Brooks, New North-rd, Hoxton.

Henderson, Eliza, Wilton Villa, Hammersmith-rd, Widow. March 31. Goran, South Molton-st, Oxford-st.

Land, Richd, Newcastle-upon-Tyne, Provision Dealer. Feb 27. Chartres & Yull, Newcastle-upon-Tyne.

Laverack, John, Leeds, Innkeeper. March 1. Rider, Leeds.

Ley, Harriet Matilda Richardson, Newton Abbott, Devon, Widow. Feb 11. Tanqueray-Williams & Co, New Broad-st.

Moor, Isabella, Bishop Auckland, Durham, Widow. Feb 10. Trotter, Bishop Auckland.

Musgrave, Saml, Leeds, Innkeeper. March 8. Carr, Leeds.

Nelson, Robt, Stockton, Durham, Innkeeper. Feb 14. Newby & Co, Stockton-on-Tees.

Orton, John, Barnacle-pk, Warwick, Farmer. March 25. Johnson & Weatheralls, Coventry.

Sagden, Hon and Rev Arthur, Newdigate, Surrey, Clerk. March 5. Taylor & Son.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 8, 1869.

Baker, Geo Saml, Chatham, Kent, Grocer. Dec 10. Asst. Reg Jan 7.

Blowers, Jas, Crowfield, Suffolk. Dec 15. Asst. Reg Jan 7.

Bonell, Thos, Newcastle-under-Lyne, Stafford, Engineer. Dec 2. Asst. Reg Jan 6.

Cross, Joseph, Whitehaven, Cumberland, Wireworker. Dec 16. Comp. Reg Jan 6.

Druitt, Jabez, South-grove, Mile-end, Stone Merchant. Dec 22. Comp. Reg Jan 5.

Fauchon, Jas Tanner, Sevenoaks, Kent, Farmer. Nov 30. Asst. Reg Jan 7.

Hall, Hy, John, Bath, Manufacturer of Plaster. Dec 12. Asst. Reg Jan 8.

Hart, Hy, New-Bond-st, Needleworker. Jan 5. Comp. Reg Jan 7.

Hill, Edwin, Bristol, Grocer. Dec 4. Asst. Reg Jan 8.

Jolliffe, Henry, Ryde, Isle of Wight, Timber Merchant. Dec 4. Asst. Reg Jan 8.

Lane, Richd, Dawley, Salop, Draper. Nov 14. Asst. Reg Jan 1.

Lomas, Joseph, Birm, Cab Proprietor. Dec 5. Asst. Reg Jan 5.

Lyons, Geo Joseph, Morpeth-ter, Westminster, Gentleman. Dec 17. Comp. Reg Jan 5.

Manner, Hy, Ash-next-Sandwich, Kent, Grocer. Dec 9. Asst. Reg Jan 8.

Maxwell, Jas, Newcastle-upon-Tyne, Watch Manufacturer. Dec 11. Asst. Reg Jan 5.

Naylor, Arthur, Huddersfield, York, Draper. Dec 10. Comp. Reg Jan 6.

Ord, Jas, Newcastle-upon-Tyne, Grocer. Dec 14. Comp. Reg Jan 7.

Plant, Thos, Leicester, Shoe Manufacturer. Dec 10. Asst. Reg Jan 6.

Pooley, Alex Gossell, Lime-st, Merchant. Dec 7. Comp. Reg Jan 4.

Rawlinson, Geo, Bathcaston, Somerset, Brewer. Dec 10. Asst. Reg Jan 7.

Rix, Edw, Goldington st, Grocer. Dec 14. Asst. Reg Jan 7.

Robertson, David, Huddersfield, York, Hosiery. Dec 15. Asst. Reg Jan 6.

Sandall, Edw, Lincoln, Saddler. Dec 27. Comp. Reg Jan 8.

Seymour, Edw Richd, Church-rd, Upper Norwood, Builder. Dec 9. Inspectorship. Reg Jan 6.

Smith, John, Bridgewater, Somerset, Grocer. Dec 15. Asst. Reg Jan 6.

Sylvester, Joseph, Great Grimsby, Lincoln, Watchmaker. Dec 9. Comp. Reg Jan 5.

Tackley, John, Great Marylebone-st, Carpenter. Dec 17. Comp. Reg Jan 5.

Tofe, Martinus Andrees, Cullum st, Ship and Insurance Broker. Dec 29. Comp. Reg Jan 7.

Vayro, Wm, Darlington, Durham, Greengrocer. Dec 10. Asst. Reg Jan 7.

Walton, Joseph, Wolverhampton, Stafford, Grocer. Dec 11. Asst. Reg Jan 5.

Wigan, Edwin, Lpool, Carpet Warehouseman. Dec 10. Asst. Reg Jan 7.

Wood, Thos, Ashton-under-Lyne, Lancaster, Hatter. Nov 10. Comp. Reg Jan 5.

TUESDAY, Jan. 12, 1869.

Abbott, Geo Zachues, Richmond, Chinaman. Dec 11. Asst. Reg Jan 8.

Agnew, David Richie, Wellington, Salop, Draper. Dec 9. Asst. Reg Jan 12.

Anderson, Thos Harper, Trevor-sq, Knightsbridge, Draper. Dec 10. Comp. Reg Jan 8.

Andrew, Jas, Jun, Redruth, Cornwall, Travelling Draper. Dec 14. Asst. Reg Jan 11.

Ashton, Thomas, Castle-st, Falcon-sq, Glove Manufacturer. Jan 8. Comp. Reg Jan 12.

Bacon, Geo, Great Yarmouth, Norfolk, Blacksmith. Dec 22. Asst. Reg Jan 8.

Beresford, Wm, Sheffield, York, Hatter. Dec 22. Comp. Reg Jan 11.

Bettinson, John Geo, Fellows-rd, Haverstock-hill, Builder. Dec 4. Inspectorship. Reg Jan 8.

Blackman, John, Northampton, Hatter. Dec 5. Asst. Reg Jan 8.

Coulton, Wm, Stockton-on-Tees, Durham, Painter. Dec 15. Asst. Reg Jan 11.

Cunningham, Richd Chas, Landport, Hants, Upholsterer. Dec 10. Asst. Reg Jan.

Curry, John Thos, Long-lane, Bermondsey, Timber Merchant. Dec 19. Comp. Reg Jan 8.

Edwards, Geo Hy, Argyle-st, Regent-st, Tailor. Dec 14. Comp. Reg Jan 11.

Fergusson, Jas, Gloucester, Draper. Dec 12. Asst. Reg Jan 11.

Glass, Barbara, Sherburn, Durham, Innkeeper. Dec 11. Comp. Reg Jan 11.

Goosey, Thos, Leicester, Wine Merchant. Jan 2. Comp. Reg Jan 11.

Grace, Hy Mills, Downend, Gloucester, Surgeon. Dec 23. Asst. Reg Jan 8.

Groves, Wm, Horsforth, York, Draper. Dec 24. Asst. Reg Jan 8.

Haller, Wm, Meggit, Kingston-upon-Hull, Boot Maker. Dec 21. Comp. Reg Jan 9.

Hext, Jas Stone, Hinton St George, Somerset, Draper. Dec 3. Conv. Reg Jan 8.

Hindley, Jas, Earlstown, Lancaster, Bricklayer. Dec 16. Asst. Reg Jan 11.

Holmes, Thos, Tranmere, Chester, Architect. Dec 15. Comp. Reg Jan 11.

Holt, Andrew Bruce, Powis-ter, Notting-hill, Tea Dealer. Dec 14. Asst. Reg Jan 9.

Hope, Johnson, Mixenden, York, Grocer. Dec 17. Asst. Reg Jan 11.

Shuttleworth, John, and Dymoke Kirman, Southwick, Sussex, Ship Builders. Dec 16. Asst. Reg Jan 11.

Langley, Joseph, Middlesborough York, Tailor. Dec 7. Asst. Reg Jan 11.

Leddiman, Jas, Grove-street-rd, South Hackney, Cheesemonger. Dec 11. Comp. Reg Jan 11.

Loades, Wm, Kettlestone, Norfolk, Farmer. Dec 17. Asst. Reg Jan 12.

Manning, Geo, Bedford, Fishmonger. Dec 12. Comp. Reg Jan 9.

Mosley, Fredk Richd, and Saml Wilson, Salford, Birm, Lamp Manufacturers. Dec 15. Comp. Reg Jan 9.

Newby, Wm, Halifax, York, Woollen Manufacturer. Dec 28. Asst.
Reg Jan 9.
Roberts, Robert Davies, Llanrwst, Denbigh, Draper. Dec 10. Asst.
Reg Jan 8.
Smith, Sydney, Hampton, Forage Contractor. Jan 5. Comp. Reg
Jan 12.
Sparr, Hy, Uttoxeter, Stafford, Grocer. Dec 7. Asst. Reg Jan 11.
Starling, Jas, Birkenhead, Chester, Grocer. Dec 26. Comp. Reg
Jan 9.

Bankrupts.

FRIDAY, Jan 8, 1869.

To Surrender in London.

Arnold, Walter Iabez, Sandy, Bedford, Coal Merchant. Pet Jan 2.
Pepys. Jan 21 at 1. Kingsford & Co, Essex-st, Strand.
Baron, Wm, Adstock, Buckingham, Baker. Pet Jan 5. Feb 3 at 1.
Godfrey, Hatton-garden.
Bayford, John Thos, Crafton-st East, Tottenham-cr-rd, out of business.
Pet Jan 5. Pepys. Jan 28 at 12. Barron, Queen-st.
Behrens, Solomon Victor, Prisoner for Debt, London. Pet Jan 2 (for
pau). Pepys. Jan 28 at 11. Biddles, South-sq. Gray's-inn.
Blackburn, Hy Carter, Whetstone, Chemist. Pet Jan 6. Feb 3 at 12.
Hembury, Staples-inn, Holborn.
Brand, Peter, Francis-st, Tottenham-cr-rd, Builder. Pet Jan 6. Roche.
Jan 20 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Crookford, Chas, Holywell, Flint, Manager. Pet Jan 6. Roche. Jan
20 at 12. Hodgson, Salisbury-st.
Cutler, Joseph, Bourne-mouth, Hampshire, Builder. Pet Jan 4. Roche.
Jan 20 at 11. Edwards, Bush-lane, Cannon-st.
Draddy, John, Brick-lane, Whitechapel, out of business. Pet Jan 5.
Murray. Jan 20 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Egan, Thos, Cheap-side, Tailor. Pet Jan 1. Pepys. Jan 21 at 2.
Sword, Finsbury-pavement.
Gabbett, Robt, Kennington-pie-rd, Estate Agent. Pet Jan 4. Murray.
Jan 20 at 11. Kent, Cannon-st.
Gibbs, Geo, Prisoner for Debt, London. Pet Jan 6 (for pau). Brough-
ham. Feb 3 at 1. Nind, Basinghall-st.
Homer, Saml, Bourne-mouth, Hampshire, Mason. Pet Jan 4. Pepys.
Jan 23 at 11. Edwards, Bush-lane.
Johnson, Geo Thos Fortin, St Leonard's-on-Sea, Sussex, Chemist. Pet
Jan 2. Feb 3 at 11. Orchard, John-st, Bedford-row.
Leutner, Abraham Joseph (and not Abraham Joseph Leitner, as adver-
tised in the Gazette of Dec 8), Richmond-rd, Dalston, out of business.
Pet Dec 4. Murray. Jan 13 at 11. Steadman, London-
wall.
Lower, Geo, Brighton, Sussex, Baker. Pet Jan 6. Pepys. Jan 28 at
12. Runcucles, Brighton.
Lucas, Hy, Prisoner for Debt, London. Pet Jan 5 (for pau). Brougham.
Feb 3 at 1. Nash, Arlington-st, New North-rd.
Matthews, Barnett, Thomas-st, Gibson-st, Waterloo-rd, out of business.
Pet Dec 31. Pepys. Jan 21 at 2. Buchanan, Basinghall-st.
Mowbray, Wm Whitby, Thames-st, Rotherhithe, Pilot. Pet Jan 6.
Pepys. Jan 28 at 2. Moss, Gracechurch-st.
Noakes, Walter, Rotherhithe, Sussex, Farmer. Pet Jan 5. Pepys. Jan
28 at 12. Edwards, Bush-lane.
Pike, Wm, Elwin-st, Hackney-rd, Boot Manufacturer. Pet Jan 4.
Feb 3 at 11. Lucy, Poultry.
Rangell, Bias, Cambridge, Assistant to a Photographer. Pet Jan 5.
Murray. Jan 20 at 12. Briant, Old Broad-st.
Robertson, Wm, Prisoner for Debt, London. Pet Jan 4 (for pau). Roche.
Jan 20 at 11. Biddles, South-sq, Gray's-inn.
Shirley, Geo, Pleasant-pl, Kennington-lane, Dealer in Poultry. Pet
Jan 6. Pepys. Jan 28 at 2. Morris, Leicester-sq.
Smith, Joseph, Prisoner for Debt, London. Pet Jan 4 (for pau). Brough-
ham. Feb 3 at 12. Biddles, South-sq, Gray's-inn.
Solomon, Fredk, Gads-hill, Higham, Kent, Baker. Pet Jan 4. Feb 3
at 11. Rae, Mincing-lane.
Talgel, George Friedrich, Red Lion-st, Holborn, Baker. Pet Jan 5.
Feb 3 at 12. Heathfield, Lincoln's-inn-fields.
Tallack, Michael Davey, West India Docks, Blackwall, Master Mariner.
Pet Jan 4. Roche. Jan 20 at 11. Lee & Brocksby, Water-lane,
St Tower-st.
Tarr, Hy, residing abroad, Clerk in Holy Orders. Pet Nov 4. Jan 27
at 11. Ashurst & Co, Old Jewry.
Thomas, Thos Phillips, Morton-rd, Islington, Auctioneer. Pet Dec 31.
Pepys. Jan 21 at 1. Stackpole, Finner's Hall.
Varnham, John, Hatton-garden, Dealer in Glass. Pet Jan 5. Murray.
Jan 20 at 11. Parker & Co, St Paul's-churchyard.

To Surrender in the Country.

Affleck, Jas, Prisoner for Debt, York. Adj Dec 15. Crosby.
Middlesbrough, Jan 21 at 11. Dobson, Middlesbrough.
Armstrong, John, Prisoner for Debt, Newcastle-upon-Tyne. Adj Jan
3. Clayton. Newcastle, Jan 21 at 10. Forster, Newcastle-upon-
Tyne.
Baimes, Hy, Huddersfield, York, Yarn Agent. Pet Jan 7. Leeds, Jan
25 at 11. Leacroyd, Huddersfield.
Banks, John Thos, Prisoner for Debt, Bristol. Adj Dec 18. Harley.
Bristol, Jan 29 at 12. Benson & Elietson.
Deer, Hy, Honiton Clist, Devon, Farmer. Pet Dec 19. Daw.
Exeter, Jan 18 at 11. Flood, Exeter.
Boyle, Cornelius Nahor, Lpool, out of business. Pet Jan 2. Hime.
Lpool, Jan 19 at 3.30. Nordon, Lpool.
Caleb, David, Rownham, Somersetshire, Licensed Victualler. Pet Jan
& Wilde. Bristol, Jan 20 at 11. Trenery, Bris ol.
Clarke, Hy Richd, Bristol, Lithographer. Pet Jan 4. Harley and
Gibbs. Bristol, Jan 29 at 12. Benson & Elietson.
Clift, Hy, Cornwall, Bodmin, Travelling Tea Dealer. Pet Dec 29.
Collins. Bodmin, Jan 23 at 10. Wallis, Bodmin.
Crookes, Wm, jun, & Geo Dean Story, Lpool, Mat Merchants. Pet
Jan 7. Leeds, Jan 27 at 12. Ayre, Hull.
Daws, Saml, Somercoates, Derby, Colliery Labourer. Pet Jan 6.
Huddersley. Alfreton, Jan 10 at 12. Wilson & Burkinshaw,
Alfreton.
Derbyshire, Thos, Wigan, Lancaster, Shopkeeper. Pet Dec 31.
Macrae. Manch, Jan 22 at 12. Hampson, Manch.
Elliott, Wm, Chapel-town, nr Sheffield, Beerhouse Keeper. Pet Jan 5.
Wake. Sheffield, Jan 20 at 1. Fernell, Sheffield.

Eyre, Ralph, Bleak, Kirkby, Nottingham, Butcher. Pet Jan 6.
Hubbersey, Alfreton, Jan 19 at 12. Briggs & Cranch, Nottingham
Falsbrother, Geo, Heywood, Lancaster, Cotton Dealer. Pet Jan 7.
Fardell. Manch, Jan 19 at 11. Smith & Borer, Manch.
Flood, Geo Hy, Prisoner for Debt, Bedford. Pet Jan 2. Hinrich.
Bedford, Jan 18 at 11. Jessop, Bedford.
Gandy, Jas, Bolton, Lancaster, Paperhanger. Pet Jan 4. Holden.
Bolton, Jan 20 at 10. Ramwell, Bolton.
Gloyne, Susan, Milton Abbott, out of business. Pet Jan 4. Bridg-
man. Tavistock, Jan 18 at 11. Cudlipp, Tavistock.
Greggery, Robt, Braunton, Devon, Dealer in Wines. Pet Jan 1.
Exeter, Jan 19 at 12. Thorne, Barnastaple.
Hall, Wm, King's Bromley, Stafford, out of business. Pet Jan 4.
Birch. Lichfield, Jan 15 at 12.30. Wilson, Burton-on-Trent.
Hankinson, Geo, Holme, Manch, Grocer. Pet Jan 6. Hulston.
Salford, Jan 23 at 9.30. Elliott, Manch.
Harris, John, Burnley, Lancaster, Plasterer. Pet Jan 4. Hartley.
Burnley, Jan 21 at 3. Backhouse & Whitman, Burnley.
Hartley, Geo, Sheffield, Joiner. Pet Jan 6. Wake. Sheffield, Jan 20
at 1. Micklethwaite, Sheffield.
Hillier, Richd Masey, Pembroke Dock, Pembroke, Clerk. Pet Jan 5.
Lanning. Pembroke, Jan 21 at 10. Hulm, Pembroke.
Howard, John, Manch, Corn Agent. Pet Jan 6. Hulston. Salford,
Jan 23 at 9.30. Bent, Manch.
Jones, Thos, Abertillery, Monmouth, Innkeeper. Pet Jan 5. Shepard.
Tredegar, Jan 23 at 11. Cathcart, Newport.
Knowles, Henry, Norman Knowles, Alfred Knowles, & Septimus
Knowles, Burnley, Lancaster, Cotton Spinners. Pet Dec 22. Far-
dell. Manch, Jan 27 at 11. Leigh, Manch.
Lewis, Richard, Vellin, Carmarthen, Labourer. Pet Jan 2. Jones.
Landoverey, Jan 26 at 3. Thomas, Neath.
Lewis, Jas, jun, New Village, Isle of Wight, General Dealer. Pet
Jan 4. Blake. Newport, Jan 20 at 11. Blake, Beckingsale, New-
port.
Little, Wm, Patrington, York, Farmer. Pet Jan 5. Leeds, Jan 27 at
12. Bell and Leak, Hull.
Long, Alfred, Horton, York, Cabinet Maker. Pet Jan 5. Bradford,
Jan 22 at 9.15. Mossman, jun, Bradford.
Lord, Geo Hammond, Leeds, Ironfounder. Pet Jan 7. Leeds, Jan
25 at 11. Simpson, Leeds.
Mantle, Bennett, Birm, out of business. Pet Jan 4. Guest.
Birm, Jan 29 at 10. East, Birm.
Nield, Joseph, Prisoner for Debt, Lancaster. Adj Dec 16. Fardell.
Manch, Jan 19 at 12. McNeill, Manch.
Owen, Joseph, Monks Coppinall, Chester, Fruiterer. Pet Jan 6.
Lpool, Jan 21 at 12. Hewitt, Crewe.
Parry, Richd, Tylawr, Anglesey, Cattle Dealer. Pet Dec 16 (for pau).
Williams. Carnarvon, Jan 19 at 10.
Pemberton, William, Warrington, Lancaster, Stationer. Pet Jan 5.
Macrae. Manch, Jan 22 at 11. Leigh, Manch.
Pickles Wm, Wakefield, York, Contractor. Pet Jan 4. Mason.
Wakefield, Jan 23 at 11. Barratt, Wakefield.
Ridgway, Wm, Westbromwich, Stafford, Retail Brewer. Pet Jan 5.
Watson. Oldbury, Jan 23 at 11. Shakespeare, Oldbury.
Smith, Jas, Brierley-Hill, Stafford, Licensed Victualler.
Harward. Stourbridge, Jan 25 at 10. Collis Stourbridge.
Stanworth, Levi, Burnley, Stone Mason. Pet Jan 5. Hartley. Burn-
ley, Jan 21 at 3.30. Parkerson, Burnley.
Taylor Saml, Lpool, Licensed Victualler. Pet Jan 5. Lpool, Jan 22 at
11. Bremner, Lpool.
Wareham, Thos, Coventry, Warwick, Grocer. Pet Jan 4. Kirby. Co-
ventry, Jan 26 at 3. Smallbone, Coventry.
Warrillow, Alfred John, Alfred Fredk Warrillow, & John Warrillow,
Birm, Paper Manufacturers. Pet Jan 4. Hill. Birm, Jan 20 at 12.
Fitter, Birm.
Watson, John Octavians, Layerthorpe, York, Auctioneer. Pet Jan 6.
Perkins. York, Jan 20 at 10. Mason, York.
Wesley, George Michael, Birm, Clothier's Assistant. Pet Jan 4.
Tudor. Birm, Jan 22 at 12. Wright & Marshall, Birm.
Woodrow, Saml, Bradford, Beerseller. Pet Jan 5. Bradford, Jan 22
at 9.15. Rhodes, Bradford.

TUESDAY, Jan. 12, 1869.

To Surrender in London.

Abbott, Wm, Porrobell-o-rd, Notting-hill, Chessemonger. Pet Jan 8.
Jan 27 at 12. Pullen, Cloisters.
Angerstein, Fredk, Prisoner for Debt, London. Pet Jan 7 (for pau).
Murray. Jan 25 at 11. Barton & Drew, Fore-st.
Bell, Jas, Bourne-mouth, Southampton, Grocer. Pet Jan 8. Murray.
Jan 25 at 11. Lovell & Co, Gray's-inn-sq.
Billett, Wm, sen, & Wm Jas Billett, jun, Southampton, Hants, Wire
Workers. Pet Jan 8. Pepys. Jan 28 at 1. Marshall, Lincoln's-inn-
fields.
Bower, Fras, Sittingbourne, Kent, Licensed Victualler. Pet Jan 6.
Pepys. Jan 28 at 1. Gibson & Co, Sittingbourne.
Brannon, Philip, Shanklin, Isle of Wight, Architect. Pet Jan 9. Mur-
ray. Jan 25 at 12. Blake, Ryde.
Bugbee, Geo, Bagley-st, Culver-rd, Battersea-park, Builder. Pet Jan
9. Murray. Jan 25 at 1. Pittman, Guildhall-chambers, Basing-
hall-st.
Buisson, Amable Jules, Brighton, of no business. Pet Jan 8. Murray.
Jan 25 at 12. Hancock & Co, King William-st.
Chinnock, Geo Wm, Bromley, Middlesex, Builder. Pet Jan 8. Jan 27
at 1. Easton, Clifford's-inn.
Connell, Thos, St Mark's crescent, Notting-hill, Clerk. Pet Jan 7. Mur-
ray. Jan 25 at 11. Lomax, Old Bond-st, Piccadilly.
Cooper, Jas, Kentish-town-rd, Tailor. Pet Jan 5. Pepys. Jan 28 at
12. Webster, Ely-pl, Holborn.
Fletcher, Frank Draper, Wimbledon, Butcher. Pet Jan 7. Pepys.
Jan 25 at 2. Mason & Co, Gresham-st.
Golding, John, Exmouth-st, Coal Dealer. Pet Jan 7. Jan 27 at 11.
Eldred & Co, St James-st, Bedford-row.
Granville, Arthur, Wawanda Mills, nr Newbury, Berks, Paper Maker.
Pet Jan 7. Pepys. Jan 28 at 1. Treherne & Co, Aldersbury.
Gray, John, Hford, Essex, out of business. Pet Jan 7. Jan 27 at 1.
Hunter & Co, Lincoln's-inn.
Halest, Jas, Ferdinand-st, Hampstead-rd, Greengrocer. Pet Jan 9.
Murray. Jan 25 at 12. Carpenter, Carlton-chambers, Regent-st.

Jaffray, Jas Wm, Keppel-st, Russell-sq. Schoolmaster. Pet Jan 6. Pepps. Jan 25 at 1. Cox & Sons, Cloak-lane.
 Jones, Thos Egham, Surrey, out of business. Pet Jan 7. Pepps. Jan 28 at 2. Marshall, Lincoln's-inn-fields.
 Keeler, Wm, East Church, Kent, out of business. Pet Jan 6. Feb 3 at 1. Gibson & Willis, Sheerness.
 Kendrick, Wm, Princes-st, Storey's gate, Westminster, Gun Maker. Pet Jan 8. Pepps. Jan 29 at 11. Pittman, Stamford-st.
 King, Hy Waiting, Gt Yarmouth, Norfolk, Fish Merchant. Pet Jan 9. Murray. Jan 25 at 1. Morris & Co, Finsbury-circus.
 Long, Tams, Britannia-st, Gray's-inn-rd, Grocer's Assistant. Pet Jan 8. Murray. Jan 25 at 12. Moss, Gracechurch-st.
 Marshall, John, Eden-grove, Holloway, out of business. Pet Jan 9. Pepps. Jan 29 at 11. Watson, Basinghall-st.
 Moss, Morris, Euston-rd, Carriage Dealer. Pet Jan 6. Pepps. Jan 28 at 1. Pittman, Guildhall-chambers.
 Nobbs, Wm, Downton, Wilts, Grocer. Pet Jan 9. Pepps. Jan 29 at 11. Rigby, Basinghall-st.
 Scott, Wm Padwick, Woodstock-rd, East India-rd, Poplar, Paymaster in E.N. on half-pay. Pet Jan 8. Jan 27 at 1. Godfrey, Hutton-garden.
 Stebbing, Hy Powell, Gracechurch-st, Comm Agent. Pet Dec 21. Jan 27 at 1. Lobbe, Gresham-st.
 Stradling, Geo, South-st, Hart's-lane, Bethnal-green, Tin Plate Worker. Pet Jan 7. Jan 27 at 12. Dobie, Gresham-st.
 Wylie, Alex, Brook-green, Hammermith, out of business. Pet Jan 7. Murray. Jan 25 at 11. Linklaters & Co, Walbrook.

To Surrender in the Country.

Ainsworth, Joseph Bignall, Higher Tramere, Chester, out of business. Pet Jan 7. Wason. Birkenhead, Jan 25 at 10. Anderson, Birkenhead.
 Ashwell, Wm, Whitestidine, Rutland, Farmer. Pet Jan 4. Hough. Oakham, Jan 25 at 12. Law, Stamford.
 Bown, Daniel, Blaenavon, Monmouth, Tailor. Pet Jan 5. Batt. Abergavenny, Jan 26 at 12. Lloyd, Pontypool.
 Bushell, Wm Albert, Birm, Licensed Victualler. Pet Dec 24. Tudor. Birm, Jan 22 at 12. Rowlands, Birm.
 Byerlee, Paul, Devonport, Devon, Cartman. Pet Jan 8. Pearce. East Stonehouse, Jan 26 at 11. Beer & Rundle, Devonport.
 Cook, John, Sheffield, Beerhouse Keeper. Pet Jan 8. Wake. Sheffield, Jan 27 at 1. Binney & Son, Sheffield.
 Dobson, Wm Hy, Leeds, Woollen Draper. Pet Jan 9. Leeds, Jan 25 at 11. Blackburn, Leeds.
 Edwards, Aquila, Stainland, York, Contractor. Pet Jan 9. Rankin. Halifax, Feb 2 at 10. Horrods & Smith, Halifax.
 Evans, Enoch, Lightmoor, Salop, Collier. Pet Jan 7. Madeley, Feb 3 at 12. Walker, Wellington.
 Fairlie, Richd Jas, Stafford, Supervisor of Inland Revenue. Pet Jan 9. Hill. Birm, Jan 27 at 12. Brough, Stafford.
 Groot, Benj, Birkenhead, Chester, China Dealer. Pet Jan 6. Wason. Birkenhead, Jan 29 at 2. Anderson, Birkenhead.
 Hemming, Wm, Ashton-juxta-Birm, Baker. Pet Jan 8. Guest. Birm, Jan 29 at 10. Parry, Birm.
 Hind, Wm, Hampton, Nottingham, Farmer. Pet Jan 7. Newton. East Retford, Jan 25 at 10. Bescoy, East Retford.
 Hollingsworth, Walter Indual, Sutton-upon-Trent, Nottingham, Shop-keeper. Pet Jan 8. Newton. Newark, Jan 27 at 12. Ashley, Newark.
 Hunt, Luke, Odcombe, Somerset, Shoemaker. Pet Jan 5. Batten. Teovil, Jan 25 at 12. Watts, Teovil.
 Johnson, Saml, Jun, Burslem, Stafford, Journeyman Potter. Pet Jan 7. Chaslinor. Hanley, Feb 13 at 11. Tomkinson, Burslem.
 Knight, Edz, Southampton, Schoolmistress. Pet Jan 9. Thorndike. Southampton, Jan 26 at 14. Lobbe, Southampton.
 Lees, Joseph, & Jas Marchent, Leeds, Engineers. Pet Jan 7. Leeds. Feb 1 at 11. Simpson, Leeds.
 Mansfield, Fred, Lyme Regis, Dorset, Innkeeper. Pet Jan 7. Bond. Axminster, Jan 22 at 1. Paul, Axminster.
 Martin, Jas, Gardner, Lpool, Builder. Pet Jan 9. Lpool, Jan 25 at 11. Cotton, Lpool.
 Mewer, Joshua, Gtreshed, Durham, out of business. Pet Jan 8. Clayton. Newcastle, Jan 23 at 10. Bousfield, Newcastle-upon-Tyne.
 Naylor, Wm, Halifax, York, Wool Dealer. Pet Jan 9. Rankin. Halifax, Feb 2 at 10. Storey, Halifax.
 Noble, Hy, Darlington, Durham, Cnfectioner. Pet Jan 8. Gibson. Newcastle-upon-Tyne, Jan 25 at 12. Hoyle & Co, Newcastle-upon-Tyne.
 Ormrodroyd, Joshua, Gt Horton, York, Beerseiler. Pet Jan 8. Bradford, Jan 22 at 9.15. Hargreaves, Bradford.
 Pike, Edwd, Manch, Tailor. Pet Dec 26. Fardell. Manch, Jan 25 at 11. Clink, Brighton.
 Rand, Jas, jun, Malden, Essex, Refreshment house Keeper. Pet Jan 7. Codd. Malden, Jan 25 at 10. Digby, Malden.
 Reynolds, Joseph, Hockley, Birm, Lath Cleaver. Pet Jan 9. Guest. Birm, Jan 29 at 10. Rowlands, Birm.
 Richards, Robt, Kinner, Stafford, out of business. Pet Jan 7. Harward. Stourbridge, Jan 25 at 10. Southall, Birm.
 Schofield, Thos, Halifax, York, Roller Coverer. Pet Jan 7. Leeds, Jan 25 at 11. Bond & Barwick, Leeds.
 Sergeant, Matthew, Wigan, Lancaster, Greengrocer. Pet Jan 7. Part. Wigan, Feb 4 at 10. Bainford, Preston.
 Sherwood, Jas, Nottingham, York, Innkeeper. Pet Jan 2. Leeds, Jan 25 at 11. Bond & Barwick, Leeds.
 Spickersell, Chas, Christchurch, Southampton, Pork Butcher. Pet Jan 7. Druit. Christchurch, Jan 23 at 11. Sharp, Christchurch.
 Sykes, Emily Mary, Cheltenham, Gloucester, Teacher of Music. Pet Jan 5. Gale. Cheltenham, Jan 25 at 11. Jeasop, Cheltenham.
 Taylor, Geo, Blonansgrove, Worcester, Tea Dealer. Pet Jan 6. Crisp. Worcester, Jan 25 at 11. Tree, Worcester.
 Tomblade, Jas, Salford, Lancaster, Grocer. Pet Jan 8. Hulton. Salford, Jan 23 at 9.30. Smith, Manch.
 Thomas, Joseph, Conway, & Wm Wheldon, Jan, Birm, Button Makers. Pet Jan 7. Tudor. Birm, Jan 22 at 12. Parry, Birm.
 Thompson, John, Birkenhead, Chester, Pork Butcher. Pet Jan 8. Wason. Birm, Jan 25 at 10. Anderson, Birkenhead.
 Travis, Joseph, Manch, Commission Agent. Pet Jan 6. Fardell. Manch, Jan 25 at 12. Atkinson & Co, Manch.

Vanes, Geo, Birm, Beer Retailer. Pet Jan 7. Guest. Birm, Jan 29 at 10. Parry, Birm.
 Warriner, Tom, Long Bennington, Lincoln, Butcher. Pet Jan 8. Newton. Newark, Jan 27 at 12. Ashley, Newark.
 Wetherell, Chas, Lambourne, Berks, Horse Trainer. Pet Jan 8. Astley. Hungerford, Jan 23 at 11. Cave, Newbury.
 Woods, Arthur, Westfield, Surrey, Labourer. Pet Jan 9. Marshall. Guildford, Jan 23 at 12.30. Gesch, Guildford.
 Wrigley, Jas, Salford, Lancaster, Commercial Clerk. Pet Jan 6. Welsby. Ormskirk, Jan 25 at 11. Gould, Manch.
 Wright, Richd, Newport, Salop, Shoe Manufacturer. Pet Jan 7. Liddle. Newport, Feb 1 at 10. Walker, Wellington.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 8, 1869.

Bernstein, Joseph, Pedley-st, Bethnal-green, Stick Manufacturer. Dec 31.
 Davis, Ebenezer, Whitworth-rd, Plumstead, Stock Broker's Clerk. Oct 1.
 Dimsdale, Augustus Salem, St Paul's-rd, Balls Pond, Islington, Builder. Jan.
 Wigan, Edwin, Lpool, Carpet Warehouseman. Jan 4.

TUESDAY, Jan. 12, 1869.

Spence, Wm, jun, Fortress-ter, Junction-rd, Kentish-town, Mercantile Clerk. Jan 6.

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